



Posted: Friday, November 04, 2011

NOTICE AND CALL OF THE REGULAR MEETING OF THE TRINIDAD CITY COUNCIL

The Trinidad City Council will hold its first regular monthly meeting on
WEDNESDAY, NOVEMBER 09, 2011 at 7:00 PM
in the Town Hall at 409 Trinity Street

CLOSED SESSION BEGINS AT 5:00 PM

- I. **CALL TO ORDER/ROLL CALL**
- II. **PLEDGE OF ALLEGIANCE**
- III. **ADJOURN TO CLOSED SESSION**
 1. Government Code section 54956.9(b)(3): Pending Litigation
- IV. **REPORT FROM CLOSED SESSION**
- V. **APPROVAL OF AGENDA**
- VI. **APPROVAL OF MINUTES** - October 12, 2011 cc
- VII. **COUNCIL MEMBER REPORTS, INCLUDING COMMITTEE ASSIGNMENTS**
- VIII. **ORAL STAFF REPORTS** - Specific Department Reports, Planning Commission
- IX. **ITEMS FROM THE FLOOR**

(Three (3) minute limit per Speaker unless Council approves request for extended time.)
- X. **CONSENT AGENDA**
 1. Staff Activities Report through October 2011
 2. Financial Status Reports for September 2011
 3. Updated Contract for City Attorney Legal Services
 4. Agreement for Accounting and Financial Services
 5. Bid award for Surplus Property - 2000 Ford Expedition
 6. Updated Contract between the State of California and the City of Trinidad for 2002 Park Bond and Roberti Z'Berg-Harris Bond Act Fund Reimbursements
 7. Use Permit/CDP 2011-05; Certification of Planning Commission Decision as required by PD Zoning Ordinance.
- X. **DISCUSSION/ACTION AGENDA ITEMS**
 1. Proclamation 2011-05: Recognition and Support of the Great American Smokeout, November 17, 2011.
 2. Discussion/Decision regarding Proposed Water Rate Increase Notice.
 3. Discussion/Decision regarding updated draft Town Hall rental Rates and Application Procedure.
 4. Discussion/Decision to consider additional appointment to Trinidad Head Committee.
 5. Discussion/Decision regarding request to waive fees for design review of the banners intended to celebrate the commercial fishing fleet.
 6. Discussion/Decision regarding acceptance of Bid and Contract for Town Hall HVAC and Insulation project.
- XI. **COUNCIL, STAFF, or PUBLIC REQUESTS FOR FUTURE AGENDA ITEMS**
- XII. **ADJOURNMENT**



AGENDA ITEM #1

SUPPORTING DOCUMENTATION FOLLOWS WITH: 3 PAGES

1. Proclamation 2011-05; Recognition and Support of the Great American Smokeout, November 17, 2011.

TRINIDAD CITY HALL

P.O. Box 390
409 Trinity Street
Trinidad, CA 95570
(707) 677-0223

Kathy Bhardwaj, Mayor
Gabriel Adams, City Clerk



PROCLAMATION 2011-05

IN RECOGNITION AND SUPPORT OF THE GREAT AMERICAN SMOKEOUT,
NOVEMBER 17, 2011

Whereas, the American Cancer Society encourages all tobacco users to join the Great American Smokeout and quit for at least one day; and

Whereas, smoking one pack a day will cost the smoker an average of \$1800 per year in Humboldt County; and

Whereas, more people in Humboldt County die every year from tobacco-related diseases than die from AIDS, alcohol, car crashes, fires, illegal drugs, murders, and suicides combined; and

Whereas, exposure to secondhand smoke is known to cause heart disease, lung cancer, asthma attacks, and ear infections; and

Whereas, efforts to reduce smoking and exposure to secondhand smoke in California have saved Californians' more than \$86 billion in health care expenditures; and

Whereas, studies show that smoke-free policies help smokers quit, and fewer youth start smoking in communities with smoke-free policies; and

Whereas, eighty-percent of smokers in Humboldt County started before they were 18 years old; and

Whereas, in Humboldt County 8 out of 10 smokers want to quit tobacco, and there are several free resources available to assist them.

NOW, THEREFORE, BE IT PROCLAIMED that the City Council of the **City of Trinidad** hereby recognizes and supports the American Cancer Society's GREAT AMERICAN SMOKEOUT, on November 17, 2011 in the City of Trinidad and encourages all citizens who smoke, or use chew/dip tobacco, to demonstrate to themselves and their children that they can quit using tobacco by joining the American Cancer Society's Great American Smokeout.

PASSED, APPROVED, AND ADOPTED by the Trinidad City Council on Wednesday, November 09, 2011.

Attest:

Gabriel Adams
City Clerk

Kathy Bhardwaj
Mayor

City of Trinidad

From: Denise George [dgeorge@co.humboldt.ca.us]
Sent: Wednesday, October 26, 2011 2:39 PM
To: cityclerk@trinidad.ca.gov
Subject: City of Trinidad: Nov. 9th City Council Meeting

This is an enquiry e-mail via <http://www.trinidad.ca.gov/> from:
Denise George <dgeorge@co.humboldt.ca.us>

Hello Gabriel.

My name is Denise and I work for the Tobacco Free Humboldt Program of the Department of Health and Human Services. I am planning to attend the November 9th city council meeting to accept the Great American Smokeout Proclamation. If you have not already sent out the agenda for this meeting date, I would like to make a special request that you announce the proclamation early on in the meeting. This would spare me the time of sitting through other lengthy city business items.

Thank you for considering.

Sincerely,
Denise

City of Trinidad

From: Barbara.Walser@cancer.org
Sent: Monday, October 24, 2011 11:42 AM
To: cityclerk@trinidad.ca.gov
Subject: template for the Great American Smoke out Proclamation
Attachments: GAS_Proclamation_2011.doc
(See attached file: GAS_Proclamation_2011.doc)

A volunteer will attend the meeting on Nov. 9th to accept.

Please contact me if you have questions.

Thank you.

Barbara Walser | Community Services Director
Humboldt-Del Norte Unit | American Cancer Society
2942 F Street, Eureka, CA 95501 | cancer.org
707.443.2241 | mobile: 707.980.9770 | fax: 707.442.6427

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10/25/2011



AGENDA ITEM #2

SUPPORTING DOCUMENTATION FOLLOWS WITH: 6 PAGES

2. Discussion/Decision regarding Proposed Water Rate Increase Notice.

DISCUSSION/ACTION AGENDA

Date: November 9, 2011

Item: Water Rate Increase Notice

Background: The attached Notice of Public Hearing on Proposed Water Rate Increases was prepared based on Council action to increase water rates to generate an additional \$100,000 and change the in city/out of city differential from 50% to 15%.

The substantial increase as a result of this proposed change in monthly water rates caused staff to survey other water service providers and take a closer look at the financial data used in the rate analysis. The Council may wish to consider a lesser increase based on the following:

- The expenditure projections were based on budgeted amounts, which historically are higher than actual expenditures and presumably that trend will continue.
- The debt service payment will mature in FY 13-14, freeing up nearly \$26,000 in annual payments.

Toward that end, it is recommended that the Council consider reducing the additional amount to generate through fee increases from \$100,000 to \$50,000 per year. That will reduce the amount available for capital expenditures, but some of that will be restored once the debt service is paid in full in FY 2013-2014.

Proposed Action: Make any changes to the Proposed Water Rate Increase and authorize staff to give appropriate notice to water customers of January 11, 2012 Public Hearing

Attachments:

Water Rate Increase Note based on generating additional \$100,000

Rate scenario based on generating additional \$50,000

*Notice of Public Hearing
on Proposed Water Rate Increase*

January 11, 2012 7:00 pm

Trinidad City Hall, 409 Trinity Street, Trinidad

Trinidad residents are encouraged to attend the public hearing for an opportunity to share their thoughts and comments with City officials regarding proposed water rate changes. Prior to recommending rate increases, City staff evaluates its service needs, mandated programs, and operations costs. This year the City is recommending rate increases to support the City's service obligations, appropriate staffing levels, capital reserves, and regulatory requirements.

You Can Be Heard

Under Proposition 218, if you object to the proposed rates as described above, you may file a written protest with the City at, or before, the time set for the public hearing. A valid protest must contain a description of the property (such as the address or AP number) and the name, address, and phone number of the signer(s). Protests should be mailed to: P O Box 390, Trinidad, CA 95570 or delivered to: City of Trinidad, 409 Trinity Street, Trinidad, CA. One written protest will be counted for each parcel that is mandated to comply with the proposed rates. If there is a majority protest filed from affected properties, the proposed rate changes will not be imposed.

Water Rates

The City of Trinidad needs to raise water rates. For the last several years the water fund has been operating under a deficit; to make up the difference the City has been dipping into financial reserves, which is not sustainable. The city is proposing to generate about \$100,000 per year through increased rates. This will provide funding for the following: (1) a staffing increase that went into effect in September, 2010 to assure compliance with new regulatory monitoring and treatment requirements and continue successful efforts to address water losses between the treatment plant and household meters; (2) offset the loss of interest earnings due to decline of interest rates; (3) provide for about \$50,000 annually toward capital expenditures such as water line repair/replacement, grant match, or increasing reserves for future projects.

As part of the water rate process, the City evaluated customer water use. In 2010, September was the highest water use month with a median household water use of 700 cubic feet per month. December was the lowest use month with a median household water use of 300 cubic feet per month. Customers can find out their water use from looking at their water bill, which presents the meter readings and total cubic feet used at the top left side of the water bill. The change in rates for customers using 300 cubic feet and 700 cubic feet are presented in the table below. Additional change in rates for a 5,000 and 10,000 cubic foot user is also presented as reference for commercial and other large users.

CHANGE IN MONTHLY WATER RATES						
	Inside City Customers ¹			Outside City Customers ¹		
Usage (Cubic Feet)	Existing	Proposed	Change	Existing	Proposed	Change
300	\$34.98	\$58.15	\$23.17	\$52.43	\$66.85	\$14.42
700	\$45.02	\$82.35	\$37.33	\$67.59	\$94.65	\$27.06
5000	\$152.95	\$342.50	\$189.55	\$230.56	\$393.50	\$162.94
10000	\$278.45	\$645.00	\$366.55	\$420.06	\$741.00	\$320.94

¹ Rate differential between inside and outside City customers was reduced from 50% to 15%, which resulted in a greater increase in rates for inside City customers.

PROPOSED NEW WATER RATES

WATER SERVICE BASE RATE CHARGE	
Inside City Water Connections	\$40/ month
Outside City Water Connections	\$46/ month
WATER SERVICE CONSUMPTION CHARGE	
Inside City Water Connections	\$6.05/100 cubic feet
Outside City Water Connections	\$6.95/100 cubic feet

Rates will be increased annually by 2.5% to account for inflation. The rate adjustment will occur July 1 each year to match the City's fiscal year.

Conserve Water And Save Money

- **Your dishwasher:** Run it only when it's full. You'll save 2 – 4.5 gallons per load.
- **Brushing you teeth:** Turn the water off. You'll smile big when you save 2 gallons per minute.
- **Showers:** By shortening them, you can save 2.5 gallons per minute.
- **Washing clothes:** Wash full loads only and save 15 – 20 gallons per load.
- **Native plants:** Replace a portion of your lawn with climate friendly plants which require less water. Visit the North Coast Native Plant Society's Webpage for more information at <http://northcoastcnps.org/>
- **Adjust your sprinklers:** To prevent wasting water and reduce runoff.
- **Reduce Evaporation:** Water plants and lawns only before 6:00 am and after 8:00 pm.
- **Replace Old Water Fixtures:** New plumbing codes were adopted in 1992 mandating more efficient water fixtures. Replacing an old toilet with a new 1.6 gallon per flush model can save 2 to 4 gallons per flush.
- **Improve Septic Tank Performance:** Water conservation in the home will help your septic system function properly by improving septic tank solids settling and reducing the solids in your drainfield.

1 cubic foot of water equals 7.48 gallons
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City of Trinidad

P. O. Box 390

Trinidad CA 95570

NOTICE OF PUBLIC HEARING ON WATER RATE INCREASE

January 11, 2012 7:00 pm

Trinidad City Hall, 409 Trinity Street, Trinidad

Name

Address

City, State Zip

Table 1: Preferred Water Rate Scenario (Approved October City Council Meeting)

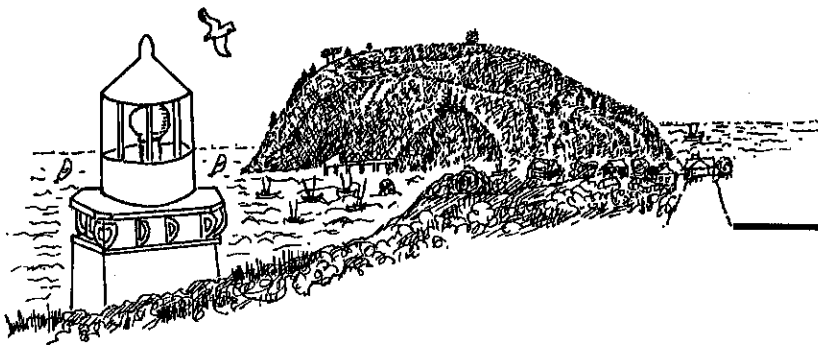
Uniform Block, 15% Out of City, No water in base rate		
	<u>Inside City</u>	<u>Outside City</u>
Base Rate	\$40.00	\$44.00
Consumption	\$6.05/100 Cubic Feet	\$6.95/100 Cubic Feet
Sample Monthly Billing		
<u>Usage (Cubic Feet)</u>	<u>Inside City</u>	<u>Outside City</u>
100	\$46.05	\$52.95
300	\$58.15	\$66.85
700	\$82.35	\$94.65
10,000	\$645.00	\$741.00

CHANGE IN MONTHLY WATER RATES						
	<u>Inside City Customers</u>			<u>Outside City Customers</u>		
<u>Usage (Cubic Feet)</u>	<u>Existing</u>	<u>Proposed</u>	<u>Change</u>	<u>Existing</u>	<u>Proposed</u>	<u>Change</u>
300	\$34.98	\$58.15	\$23.17	\$52.43	\$66.85	\$14.42
700	\$45.02	\$82.35	\$37.33	\$67.59	\$94.65	\$27.06
5000	\$152.95	\$342.50	\$189.55	\$230.56	\$393.50	\$162.94
10000	\$278.45	\$645.00	\$366.55	\$420.06	\$741.00	\$320.94

Table 2: Adjusted Rate Scenario for \$50,000 Reduction in Revenue Requirement

Uniform Block, 15% Out of City, No water in base rate		
	<u>Inside City</u>	<u>Outside City</u>
Base Rate	\$40.00	\$44.00
Consumption	\$4.20/100 Cubic Feet	\$4.83/100 Cubic Feet
Sample Monthly Billing		
<u>Usage (Cubic Feet)</u>	<u>Inside City</u>	<u>Outside City</u>
100	\$44.20	\$50.83
300	\$52.60	\$60.49
700	\$69.40	\$79.81
10,000	\$460.00	\$529.00

CHANGE IN MONTHLY WATER RATES						
	<u>Inside City Customers</u>			<u>Outside City Customers</u>		
<u>Usage (Cubic Feet)</u>	<u>Existing</u>	<u>Proposed</u>	<u>Change</u>	<u>Existing</u>	<u>Proposed</u>	<u>Change</u>
300	\$34.98	\$52.60	\$17.62	\$52.43	\$60.49	\$8.06
700	\$45.02	\$69.40	\$24.38	\$67.59	\$79.81	\$12.22
5000	\$152.95	\$250.00	\$97.05	\$230.56	\$287.50	\$56.94
10000	\$278.45	\$460.00	\$181.55	\$420.06	\$529.00	\$108.94



TRINIDAD UNION SCHOOL DISTRICT

GEOFFREY PROUST, SUPERINTENDENT/PRINCIPAL
DRAWER 3030, TRINIDAD, CALIFORNIA 95570-3030
707/677-3631 • FAX 707/677-0954
trinidad@humboldt.k12.ca.us

November 1, 2011

City Council
City of Trinidad
409 Trinity
Trinidad, CA 95570

Dear Council Members and Trinidad Community:

It has come to our attention that the City of Trinidad is in the process of re-structuring water use charges for city customers and that this will have a fiscal impact on Trinidad School.

A substantial change in the usage/billing tiers would have a substantial impact on our utilities budget. Trinidad School receives less federal aid than ever, and our so-called Proposition 98 "guarantee" has gone down annually rather than keeping pace with enrollment growth and state-determined cost of living adjustments: This year we will receive \$216,000 less than promised under that statute. Educational finance sources expect that level of deficit to continue for at least the next two years, and by 2014 our compounded Prop 98 deficit will total nearly one million dollars. This is the financial backdrop which we hope you will consider as you re-configure billing rates.

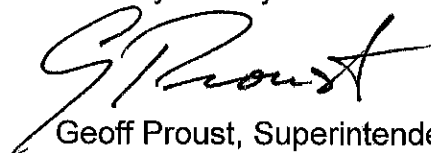
We appreciate that the city has economic issues of its own, and that there may be inconsistencies or unfairness in aspects of the current rate system. We also know that a higher rate for higher usage is common in water districts, and that fact both encourages conservation and helps pay for the costs of safe water delivery. We hope you will remember, however, that Trinidad School is a non-profit institution serving a large community of students and adults, and we hope you will consider that in your final rate determinations.

For reference, please note that Trinidad School's water bill for the school year July 1, 2010 through June 30, 2011 was \$4,067 (or \$339 average per month). We do make attempts to conserve water on campus, as this is consistent with the "reduce, reuse, recycle" philosophy that we teach to our students and practice in our own homes. For the past decade the school has not watered the athletic field, a practice which at one time consumed thousands of gallons per month in the summer. We do responsibly water school gardens, as we consider maintaining a beautiful campus to be a statement to students and community about the sanctity of education. Nevertheless, our water use is high as we employ over 30 staff, enjoy the on-campus services of many parents

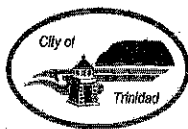
and community members, and serve approximately 180 students (including daily hot lunch for about 130 of them).

In summary, we recognize that any community service is likely to have increased costs over time, and that the city must pay its bills. We hope, however, that you will consider the school's non-profit mission as you determine the new structure, and that as you resolve city budget concerns you also keep in mind your community school's budget challenges.

Thank you for your time and consideration.


Geoff Proust, Superintendent


Desiree Cather, Business Manager



AGENDA ITEM #3

SUPPORTING DOCUMENTATION FOLLOWS WITH: 8 PAGES

3. Discussion/Decision regarding updated draft Town Hall rental Rates and Application Procedure.

Executive Summary of Town Hall and Saunders Park Rental for the City of Trinidad

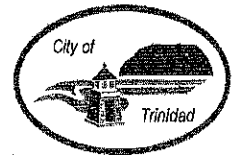
Research and data collection has lead to conclusions and recommendations for the City of Trinidad's facility rental fees and procedures. Data collection included but was not limited to facility rental fees and procedures from similar facilities in Blue Lake, Arcata and Ferndale.

It was evident from comparing other city's policies that Trinidad would benefit from revising their fee schedule as well as making some changes to the facility rental process. Below you will find recommendations based on such review:

- The Town Hall Rental Application should require renters who are charging admission provide their Non-Profit I.D. as well as a description of what the proceeds will be used for.
- The Local Event rental fee should be raised to \$30/hr.
- Community Groups and Governments should not be using Town Hall for free. Fees should be raised to \$25/hr.
- Classes and Workshops should not be free. Instructors should be hired as independent contractors with a 60/40 revenue split between contractor and City. Contractors should be required to submit a business liscence as well as insurance.
- Saunders Park should be available to reserve for \$200 Non Profit/Youth/School/Senior Group Rate and \$250 for Private/Business Rate.
- The Security Deposit should be referred to as the Security/Clean-Up/Damage Deposit and raised to \$300. Public Works should complete and submit to the City Clerk a completed Clean-Up/Damage Deposit checklist following each rental. City Clerk should mail back deposit within two weeks of the rental.
- The table cloth rental option should be omitted.
- A 20% surcharge should be put towards a Town Hall maintenance fund. The Town Hall maintenance fund would cover: utilities, regular repairs, custodial, capital improvements, staff costs and insurance/risk management.

TRINIDAD TOWN HALL

409 Trinity Street, Trinidad, CA 95570 Mailing Address: P.O. Box 390, Trinidad, CA 95570
Website: www.trinidad.ca.gov Email: cityclerk@trinidad.ca.gov
Phone: 707-677-0223 / Fax 707-677-3759



TRINIDAD TOWN HALL RENTAL APPLICATION

Instructions: A completed rental agreement and security/clean-up/damage deposit received by the Trinidad City Clerk will confirm your reservation. If the Clerk has not received your rental agreement and security/clean-up/damage deposit by 30 days prior to your event, you may lose your reserved date and fees paid and it may become available & scheduled with another renter. Proof or purchase of liability insurance is required prior to your event.

TODAY'S DATE: _____ DATE OF EVENT: _____

TYPE OF EVENT: _____

ESTIMATED TOTAL ATTENDANCE: _____ EVENT TIME: _____

HOURS REQUESTED (including set-up time): _____

AGE RANGE OF THOSE ATTENDING: _____

CONTACT PERSON: _____ PHONE: _____

ADDRESS: _____

EMAIL: _____

ALTERNATE CONTACT PERSON: _____ PHONE: _____

FOOD SERVED: yes / no ALCOHOL SERVED: yes / no ADMISSION CHARGED: yes / no

FOOD SOLD: yes / no ALCOHOL BY DONATION: yes / no ADMISSION CHARGE: _____

Non-Profit ID. #: _____ Proceeds will be used for: _____

I acknowledge that, acting as the Renter or Agent of the Renter, I have read, understand and agree to adhere to the terms of this Rental Application.

Signature: _____ Date: _____

Fees Waiver

Rental Fee Paid: _____ Date: _____

Insurance Paid: _____ Date: _____

Deposit Paid: _____ Date: _____

Garbage Paid: _____ Date: _____

Cleaning Paid: _____ Date: _____

Town Hall Maintenance Fund (20% surcharge)

Total Rental Fees Owed: _____

City Official: _____ Date: _____

TOWN HALL & SAUNDERS PARK RENTAL RATE WORKSHEET

Special Event: All day, High Risk, High Impact Uses such as: **\$200.00/day**
 Weddings & Receptions, Birthday Parties, Concerts, Exhibits,
 Amplified Concerts, Parties, Fund Raisers, Crab feeds, Memorials
 etc. with more than 50 people attending, lasting more than 6 hours;
 WITH OR WITHOUT ALCOHOL.

Total Hours: _____ **Total Fee:** _____

Local Event: Small, low impact, minimal set-up events such as: **\$15/hr \$30/hr**
 Kids birthday parties, Mellow acoustic concerts, brief gatherings,
 choirs, rehearsals, recitals, theater performances, tea parties, etc.
 with less than 50 people attending, lasting less than 4 hours;
 NO ALCOHOL.

Total Hours: _____ **Total Fee:** _____

Community Groups & Governments: Depending on the type of event proposed and subsequent risks and **Free \$25/hr**
 impacts associated with each event, community groups and Federal, State or Local
 Governments may be entitled to the use of the Town Hall free-of-charge at the
 discretion of the City Clerk. Such community groups include, but are not limited to:
 Chamber of Commerce, Trinidad Civic Club, Lions Club, Garden Club, Museum
 Society, Library Committee, etc.

Total Hours: _____ **Total Fee:** _____

Classes/Workshops: Brief, 1-2 hour weekly session such as Dance, Yoga, Tai Chi **Free**
Health & Fitness related activities, Art courses, civic club meetings
Lasting 2 hours or less:

Saunders Park Available to reserve for weddings, ceremonies, parties, etc.
Community Groups & Government \$200/day
Local Event \$250/day

Total Fee: _____

Insurance: Special Events Coverage calculated based on event and attendance, \$
Organizations with insurance must provide valid certificate

Town Hall Maintenance Fund A 20% surcharge on total direct rental fees (i.e. not including security/clean-up/damage
 deposit) to cover City indirect costs (i.e. utilities, regular repairs, custodial, capital
 improvements, staff costs and insurance/risk management).

Subtotal All Fees from Above: _____ **Surcharge Fee:** _____

Security/Clean-Up/Damage Deposit: Refundable once check list is completed from City staff and the facility is
 found to be left in the same condition it was rented in. If damages exceed deposit, renter will be charged for
 remaining amount. Deposit will not be returned if rental is cancelled within one week of reservation.
\$200.00 \$300.00/event

Total Deposit: _____

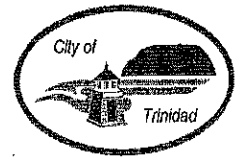
TOTAL COST- FEES (including surcharge) + DEPOSIT: _____

COMPLETED BY: _____

DATE: _____

TRINIDAD TOWN HALL

409 Trinity Street, Trinidad, CA 95670 Mailing Address: P.O. Box 390, Trinidad, CA 95670
Website: www.trinidad-ca.gov Email: cityclerk@trinidad-ca.gov
Phone: 707-674-0223 Fax: 707-674-3759



TRINIDAD TOWN HALL RENTAL AGREEMENT

Welcome to Trinidad Town Hall. We recognize that an active community center which is located in the middle of a residential neighborhood may have certain associated impacts, not the least of which could include additional traffic, litter, noise and parking. Town Hall is surrounded by a school and private homes. Your cooperation is required for us to continue to maintain a good relationship with our neighbors, and to help you to have a successful event.

RENTAL TERMS:

1. Renter and /or Contracting Individual, whose signature below verifies receipt and understands and agrees to comply with all the terms and conditions of the rental package, which consists of all rental agreement terms and the rules and regulations governing the use of facility including the decorating and cleaning of Town Hall.
2. **Fees & Insurance:** See attached Fee Schedule.
3. **Canceling an event:** Notify the City Clerk immediately at the number above if your event is canceled. *If event is canceled within one week of the scheduled date, the security/ clean-up/damage deposit will be forfeited.*
4. **General Use Policies:** This is a recently renovated building requiring care and consideration:
 - a. **Town Hall/Stage Floors:** To avoid damage to floor and furniture, do not drop, force, roll or drag furniture across stage or floor area.
 - b. **Decorations and Clean-up:** Follow the guidelines attached.
 - c. **Animals:** No animals are allowed in the building.
 - d. **Litter:** Monitors provided by the Renter will insure that all litter generated by the event (paper, glass, cigarette butts, etc.) is removed from around the Town Hall building, adjacent driveway and parking areas, including the Trinidad School parking lot.
 - e. **Parking:** Park along Main and Trinity Streets or in the Trinidad School parking lot when school is not in session.
 - f. **Handicapped Parking:** No parking is allowed in designated handicapped parking spaces unless the required placard is properly displayed.
 - g. **Trinidad School Parking:** (across from Town Hall) Parking is allowed in school parking lot when school is **NOT** in session. Trinidad School Hours are Monday through Friday from 9:00 A.M. – 5:00 P.M.
 - h. **Fire Department Parking:** No Parking is allowed in fire lanes or designated Fire Department spaces.
 - i. **Curfew:** All events, with the exception of the annual New Year's Eve celebration, must end at 12:00 midnight.
 - j. **Amplified Music:** Music must end at 11:30pm. *If the volume of your event is such that it impacts neighbors, it is too loud and the Trinidad Police may be called.*
 - k. **Litter and Damages Impacting Neighboring Properties:** The Renter is responsible for all impacts to the neighbors and their property resulting from the misconduct of any person or persons attending the event. Any additional costs for litter clean-up or damage to neighboring property will be taken out of the Renter's security deposit and may be used to compensate impacted neighbors. A claim may be filed with the Renter's insurance carrier to cover their loss. Substantial property damage to private property as a result of this event will be brought to the attention of the Renter first for compensation, and a claim will be filed with the insurance company, if appropriate.
5. **Emergencies:** Call 911.
6. **Smoking & Drugs:** Trinidad Town Hall is a Tobacco-Free and Smoke-Free environment.
 - a. NO SMOKING or burning of any substances (smudging, herbs, etc.) is allowed anywhere inside the Town Hall, or within 10 feet of any of the entrance doors.
 - b. The use of any prohibited substance on City of Trinidad property will forfeit the security deposit and also void the Renter's insurance policy.
7. **Alcoholic Beverages:**
 - a. YOU ARE RESPONSIBLE FOR ANY ALCOHOL SERVED OR CONSUMED AND TO OVERSEE THAT ATTENDEES ACT RESPONSIBLY.
 - b. Insurance coverage for the consumption of alcoholic beverages for public events must be listed on the Certificate of Insurance.

- c. Alcoholic Beverage Control (ABC): A permit is required when alcoholic beverages are sold. It is issued by this state office and a confirmation letter from Trinidad to ABC will be issued.

8. Other Prohibited Activities include:

- a. Illegal activities as defined by City or County ordinance(s) and State or Federal law(s).
- b. There is to be no alteration of Hall furniture, bulletin boards, office furnishings, or landscaping without the expressed written permission of the City Clerk.
- c. No outdoor signage is allowed without prior arrangement with the City Clerk.

9. Fire and Safety:

- a. No barbeques, candles, propane lamps or fires of any kind are allowed without the expressed written permission of the City Clerk.
- b. All hot charcoals must be thoroughly doused with water before they are disposed of.
- c. Fire emergency exits must remain unblocked at all times.

10. Insurance:

- a. User will procure and maintain in force a policy of comprehensive public liability insurance, including other property damage and personal injury, with a combined single limit of no less than \$1,000,000. The Town Hall will be named as additionally insured with respect to such coverage, and shall be provided with a Certificate of Insurance. A Certificate of Insurance must be received by the City of Trinidad prior to receiving the keys to the facility if insurance is not purchased through the City Clerk's office.
- b. Each of the provisions and terms of this agreement shall bind and insure to the benefit of the heirs, successors, representatives and assigns of each of the parties. If legal action be brought to enforce any term of this agreement, or because of any breach of any term of this agreement by any party hereto, the party that prevails in such action or litigation shall be entitled to recover a reasonable attorney's fee in addition to all other damages and costs.
- c. If alcohol is to be served at a public event, it must be specifically covered on the Certificate of Insurance.
- d. For an additional fee, the Clerk's office can provide a Certificate of Insurance to the renter through a contract with Alliant Insurance. Special Events Insurance Coverage calculated based on event and attendance. Please contact the City Clerk at 707-677-0223 for more information.
- e. Organizations with insurance must provide valid certificate.

11. The City of Trinidad reserves the right to refuse the rental of its facility to anyone. The City further reserves the right to close down or cancel any event with just cause that it deems to be contrary to the general interests of the community or the City of Trinidad.

12. Responsibilities:

- a. **Hold Harmless Agreement:** The undersigned contracting individual and or organization agrees to hold the City of Trinidad, its agents, servants, employees and members, free and harmless from any and all claims, demands, damages, costs, expenses, loss of services, action and causes of action and or liabilities for damages to property, or for injuries to any person in any way arising out of, related to, or connected with the users rental of the equipment and or premises.
- b. The Renter is held responsible for the negative impacts or illegal activities during the use of the Town Hall upon the neighborhood. If the Renter fails to comply with the terms of this policy, law enforcement authorities may be called to respond to safety, drug and alcohol, traffic and parking concerns, etc. If you have any other questions you may contact the City Clerk.
- c. Violation of any of the Town Hall policies may be cause for forfeiture of all or part of the security deposit. The City Clerk will deduct from the security deposit such amount as is deemed reasonably necessary a) to clean and return the premises to a neat, clean and orderly condition, and b) repair or replace property that is broken, defaced or stolen.
- d. The undersigned, acting as representative of the organization or individual entering into this agreement; certifies that the above information is correct, agrees to pay the required fees in full prior to the event, and assumes full personal and financial responsibility for any damages sustained to the building, grounds, furniture or equipment not covered by the Security Deposit due to misuse, vandalism or misconduct of any person or persons on the premises at the time of the event.

ACTING AS REPRESENTATIVE, I HAVE READ THIS AGREEMENT (and other components of complete rental package), UNDERSTAND AND AGREE TO THE USE POLICIES AND AM RESPONSIBLE FOR THE RENTAL OF TRINIDAD TOWN HALL.

Renter: _____
Contracting Individual/Organization Representative

Date: _____

ACCEPTED AND RECEIVED BY:

TRINIDAD TOWN HALL CLEAN-UP CHECKLIST

Town Hall and Stage

- Sweep floor.
- Mop up any food or drink spills.
- Return chairs and tables to original location.
- Return remaining furniture to original location.
- Empty and dispose of all trash.
- Empty and dispose of all recyclables.
- Pick up any litter generated by the event.
- Remove all decorations, banners, posters, crepe paper, etc.
- **Clean restrooms including flushing toilets.**
- Turn out lights.
- Turn off heat.
- Close all windows.
- Lock all doors.
- Lock trash dumpster when finished.

TRINIDAD TOWN HALL LIST OF DO'S and DON'TS FACILITY RENTAL & USAGE RULES

1. DO treat Town Hall with respect.
2. DO use hooks provided at corners of windows and doors to hang decorations.
3. DO use recycling bins for aluminum cans, glass bottles & plastic bottles.
4. DO use outside receptacles for cigarettes/butts.
5. DO treat all provided furniture, equipment, etc, so as to preserve its appearance and useful life.
6. DO clean up Town Hall at the end of your event – LEAVE TOWN HALL AS YOU FOUND IT.
7. DO NOT use tape, nails, or staples on stage, doors, walls, windows or ceiling to hang decorations (USE hooks provided at top corners of windows and doors).
8. DO NOT hang decorations or other items from glass light fixtures.
9. DO NOT throw recyclables into trash bins. Use recycling bins provided.
10. DO NOT throw hot barbeque charcoals into dumpster.
11. DO NOT play, move or unplug Steinway piano without prior permission from the Civic Club.
12. DO NOT use Redwood serving bar outdoors. It is for indoor use only.
13. DO NOT throw cigarettes/butts on the ground. Use outside receptacles.

Note: Because Trinidad Public Works employees regularly clean Town Hall, they are familiar with the condition of the facility before it is rented out. If you believe certain damage to Town Hall existed prior to your rental, please contact the City Clerk at 707-677-0223 to address your concerns.

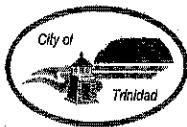
Hall Rental Company Study

6/8/2011

Facility	Rental Fees	Deposit	Liability Insurance Required	Reservations	Set Up / Clean Up	Capacity	Misc Information & Questions Asked
Arcata "D Street"	\$150 < 3 hrs \$380 1/2 day \$500 full day	\$300 refundable cleaning/damage	\$2M liability-name City additional insured		sweep floors, wet mop garbage in plastic bags	300 140 seated 14 oblong tables 12 round tables 130 chairs	Alcohol served or sold? Admission fee? Contributions solicited? Amplified sound?
2,500 sq ft		No reservation w/o deposit	Special Event ins. may be purchased through City				
	30% discount non-profit						
	50% non-profit serving youth						
Blue Lake Prasch Hall	Activity Cntr, game rm only \$20/hr youth, non-profit, school, senior	\$300 Clean up & damage deposit refundable	\$1M liability-name City additional insured Special Event ins. May be purchased through City	Reservation can be penciled in upon request Reservation not confirmed until rental fee, deposit & Certificate of ins received	Set up no earlier than 8:00 a.m. Clean up complete by 10:00 p.m. All garbage must be placed in dumpsters		
	\$25/hr private, business, commercial			Fees must be paid 30 days prior to event or date will become open	All equip & supplies must be returned to proper location		
	\$55/hr all areas with kitchen:			Cancellation: at least two weeks prior to event	All tables & counters must be wiped down & cleaned		
	youth, school, senior events						
	\$70/hr private, business, commercial						
	Additional \$15/hr event host fee						

Hall Rental
Compar. Study

Ferndale Community Center	\$400 hall only	\$200 refundable cleaning deposit	1M liability insurance		Set-up/decorating day N/C if no meal served	400 w/rectangle tables	Youth or non-profit?
	\$400 kitchen	"	City additional insured		Clean up = day after event all trash taken to dump! N/C	200 w/round tables & dance floor	Serving/selling alcohol?
	\$800 1 day kitchen, 3 day hall	"	Ins certificate & rental check due 2 weeks prior to event		Weekend rental begins Fri 10 a.m. ends 6 p.m. Sunday		Prior approval Police Chief
	Fees waived for non-profits	Any repairs will be deducted from deposit. Damage exceeding deposit will be billed to renter.	Hall manager has access to insure compliance w/regulations		Floor clean of food, dirt, scuffs; use wet mop w/clean water		Any cleaning by City will be deducted from deposit
Trinidad Town Hall	\$200 all day, high risk, high impact use; more than 50 people; lasting more than 4 hrs w/or w/o alcohol	\$200 refundable	\$1M liability w/Town Hall named as additionally insured	Reservation confirmed w/receipt of deposit	Return furniture to original location	200 w/rectangle tables	Food served/sold? Alcohol served/sold? Admission charged?
	\$15/hr local event; small, low impact minimal set-up; less than 50 people, less than 4 hrs no alcohol		Certificate of insurance must be presented prior to issuance of keys	Agreement & deposit due 30 days prior to event; reservation may be lost	Remove all decorations		Estimated attendance? Age range of attendees?
			If alcohol is served, it must be specifically covered by Cert of Ins		Dispose of all trash & recyclables		All events must end at 12:00 midnight
			Renter can obtain Cert of Ins through City for an additional fee		Pick up all litter, including cigarette butts		Amplified music must end at 11:30 p.m.
	Free: Community groups, government Fed, St & local						City reserves right to refuse rental of facility to anyone
	Free: classes/workshops; brief, 1-2 hrs weekly;						City reserves right to close down or cancel any event



AGENDA ITEM #4

SUPPORTING DOCUMENTATION FOLLOWS WITH: 1 PAGES

4. Discussion/Decision to consider additional appointment to Trinidad Head Committee.

City of Trinidad

From: Rocky Whitlow [smokeyjims@gmail.com]
Sent: Tuesday, October 25, 2011 4:25 PM
To: City of Trinidad
Subject: Re: Meeting Notices

On Tue, Oct 25, 2011 at 4:19 PM, Rocky Whitlow <smokeyjims@gmail.com> wrote:
 Hi Gab...My Letter

Dearest City Council,

I have lived in Humboldt County most of my life, being raised in Rio Dell, Scotia, Hoopa and everywhere between. I have lived in Trinidad the past 16 years, raising my beautiful children. I am invested in my home and community, and inspire my children to do the same, Realizing that they are the future, I am working so they will inherit more intelligent management of Humboldt Counties resources. Certainly better than 5 generations of their family before them.

I feel lucky to have the time and good health that allows me to run and walk our beaches and Trinidad Head 5 times a week. Doing so, I have experienced first hand the issues with trails and general use of Trinidad head. I am absolutely committed to improving these issues. I believe that the "Head Committee" is an important step in that direction. As much as I hate setting through meetings, I have attended all of the meetings. I have enjoyed the diverse group of thought voiced by the committee members, mostly of common idea. That idea being; Trinidad Head is a unique resource, with enormous history, spiritual relevance, and a clear need for responsible management.

For all of the above reasons, I would be very honored if the Trinidad City Council would add me to the list of committee members. Pleeze... Rocky Whitlow

On Fri, Oct 14, 2011 at 1:48 PM, City of Trinidad <cityclerk@trinidad.ca.gov> wrote:
 Meeting Notices:

Planning Commission: Wed.Oct.19.2011 at 6:00pm:

Agenda available in the Planning Commission folder in the Document Library.

<http://www.trinidad.ca.gov/documents-library.html>

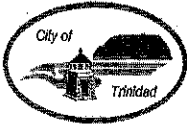
Trinidad Head Advisory Committee: Thursday.Oct.20.2011 at 10:00am:

Agenda and Packet Material available in the Committee folder in the Document Library.

<http://www.trinidad.ca.gov/documents-library.html>

It's Friday.

Gabriel Adams



AGENDA ITEM #5

SUPPORTING DOCUMENTATION FOLLOWS WITH: 2 PAGES

5. Discussion/Decision regarding request to waive fees for design review of the banners intended to celebrate the commercial fishing fleet.

DISCUSSION/ACTION AGENDA

Date: October 12, 2011

Item: Consider request to waive fees for design review of the banners intended to celebrate commercial fishing fleet

Background: Earlier this year the Council heard a presentation from a representative of the Commercial Fishermen's Wives to install banners throughout Trinidad to celebrate the commercial fishing fleet. The council subsequently approved a budget allocation of \$500 for banner hardware to be compatible with the new light poles, with banner placement to be administered by the Chamber of Commerce.

The Council is now being requested to consider waiving fees for design review. The actual fee is not known at this point, but would depend on actual time and materials of planning staff effort expended toward this project. A deposit of \$750 would normally be collected up front, with additional funds assessed or excess refunded depending on the actual costs.

Proposed Action: Consider the request for waiver of fees, which would mean the city would incur the cost for the design review process.

Attachments: e:mail request from Susan Golledge-Rotwein

Trinidad City Manager

From: Zach Rotwein [capnzach2@yahoo.com]
Sent: Thursday, September 29, 2011 12:50 PM
To: citymanager@trinidad.ca.gov
Subject: Design Review

Hello,

We spoke in the office the other day in regard to the banners celebrating the commercial fishing fleet here in Trinidad.

It makes sense that either the commercial fishermans wives or the chamber should be the applicant in this process. I think it is best at this point that we proceed with the project with the commercial fishermans wives being the applicant.

If you could ask the council for a fee waver for the process that would be great. We are a volunteer organization supported by donations.

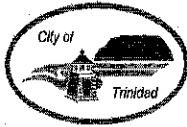
I would be happy to make a brief presentation at the next meeting.

Please let me know what the next step is.

Thank you for your time.

Cordially,

Susan Golledge-Rotwein



AGENDA ITEM #6

SUPPORTING DOCUMENTATION FOLLOWS WITH: 1 PAGES

6. Discussion/Decision regarding acceptance of Bid and Contract for Town Hall HVAC and Insulation project.

DISCUSSION/ACTION AGENDA

Date: November 9, 2011

Item: Acceptance of Bid and Contract Award for the Energy Efficiency and Conservation Block Grant (EECBG) for the Trinidad City Hall Heating, Insulation and Ventilation Project

Background: Sealed bids were solicited for the project to 1) insulate the Town Hall Ceiling; 2) Install a 95% efficient 100,000 btu/hour furnace and a 95% efficient 60,000 btu/hour furnace to replace existing equipment; and 3) Install a ventilation system in the main room of the City Hall. Bids were received and opened on November 7, 2011. By the time of the council meeting, staff will have reviewed the bids and will be prepared to make a recommendation regarding award.

This project is funded by the American Recovery and Reinvestment Act (ARRA) Energy Efficiency and Conservation Block Grant (EECBG) through a sub grantee agreement with the County of Humboldt. Approximately \$24,000 is available for completing this project.

Project work is expected to begin in November or December and be completed in January 2012.

Proposed Action: Accept the bid and award the contract as recommended by staff.

Attachments: Advertisement for Bids

APPROVAL OF MINUTES FOR:

OCTOBER 12, 2011 CC:

Supporting Documentation follows with: _____ **0 PAGES**

***MINUTES WILL BE PROVIDED TO THE COUNCIL IN ADVANCE OF THE MEETING. THEY
WERE NOT AVAILABLE AT THE TIME OF PRINTING.***



CONSENT AGENDA ITEM #1

SUPPORTING DOCUMENTATION FOLLOWS WITH: 5 PAGES

1. Staff Activities Report through October 2011



STAFF ACTIVITIES REPORT

Through October 2011

A Staff Activities Report is provided to the City Council on a monthly basis, with additions to the previous report indicated in **bold type face**. Old information will be left on this report for a period of time and then removed or updated.

City Administration:

1. **Town Hall Rental.** **A report on procedures and new rate structure is presented as a separate agenda item for this meeting.**
2. **On-Site Waste Water Treatment (OWTS) Ordinance.** A public education proposal from Streamline Planning to implement this ordinance was approved by the Council at its August meeting. **Streamline is working on putting together public education materials to be mailed out to property owners. Work will continue with a goal of having materials ready for Council review in December. On a related issue there are new proposed regulations available for public review and comment pertaining to new systems, failing systems and systems within 2,000 feet of a nutrient or pathogen impaired water body (Trinidad State Beach) that may impact the city's program. Planning is reviewing those regulations and a summary will be provided at some point in the future.**
3. **Library Lease.** It is staff's understanding that a geological study has been conducted on the proposed footprint for the new library, and Winzler & Kelly is proceeding with the foundation design based on that study. It is anticipated that permitting for the new structure could be complete by the end of this calendar year.
4. **Water Rates.** **Presentations on this subject have been made to the Council on August 10, September 28 and October 12, at which meeting the Council approved a proposed rate structure, subject to review of notice to be sent to water customers in accordance with the Proposition 218 process. That notice is being presented to the Council for consideration as a separate agenda item for this meeting.**
5. **American Recovery Reinvestment Act Funding.** Letters were sent September 29, 2011 to United States Senators Boxer and Feinstein concerning the funding denial for the museum landscaping project (copy attached) and its impact on the city. **There has been no response from either Senator as of this writing.**

PLANNING ISSUES

1. General Plan. The Planning Commission continues to work on the Circulation Element, which is one of the more complex of the seven state required elements, and the fourth reviewed by the Planning Commission so far. The Circulation Element not only includes transportation and streets, but also public services and energy use. General Plan work was put on hold for a few months due to other planning issues and permits; however, the Circulation Element is near completion and should come before the Council in the next few months.
2. Accessory Dwelling Unit (ADU) Code. This Ordinance was adopted by the City Council in August, 2010. Streamline is of the opinion this needs to be approved by the Coastal Commission and will be submitted in conduction with the Vacation Dwelling Unit (VDU) regulations. The next step will be putting together an application package that will include an analysis of how the new regulations fit within the Local Coastal Plan and Coastal Act regulations as well as any environmental impacts of new rules. The local Coastal Commission staff could not get to it until September, 2011 at the earliest as they are currently working on the Arcata general plan and zoning LCP amendment.
3. Vacation Units Regulations. The second reading of the Vacation Dwelling Unit Ordinance was presented to the Council at the August meeting. As a land use ordinance, this will need to be approved by the Coastal Commission, and it could be submitted in conjunction with the ADU ordinance. Insofar as the ordinance does not conflict with existing land use regulations, it may be able to be implemented prior to Coastal Commission approval.
4. Moss Subdivision. This subdivision will have been considered at the November 3 meeting of the County's Planning Commission. The City will be represented at the that meeting in order to clarify the city's position and concerns and/or respond to County Planning Commissioner questions, as may be needed.

Status of Grant Funded Programs

1. Project Name: Gateway Project

Source of Funds: Combination of Transportation Enhancement Funds, Federal High Risk Rural Roads Funds and local Proposition 1B funds

Status: **Replacement of six streets lights is expected to be completed within the next 4 – 5 weeks, weather permitting. The Gateway Project funding is delayed pending**

agreement on dealing with the numerous sanctions imposed by CalTrans as a result of a number of ARRA project deficiencies. Staff is working with County on a proposed agreement for the County to provide administrative project oversight which would hopefully satisfy CalTrans in lieu of an onerous Action Plan that can't be completed by the city's limited staff.

2. Project Name: Town Hall Heating System

Source of Funds: Energy Efficiency Block Grant (\$25,000)

Status: **Sealed bids on this project have been solicited with bids to open November 7, 2011. Award is anticipated to be made at this meeting under a separate agenda item.**

3. Project Name: Turbidity Monitoring (SCADA upgrade)

Source of Funding: CA State Proposition (\$113,628)

Status: Winzler & Kelly is acting as the project manager. **The project was awarded to Whitson, Inc. at the previous council meeting.**

4. Project Name: Water Plant Improvement Project

Source of Funding: Safe Drinking Water Revolving Fund (\$193,100)

Status: **An agreement with Winzler & Kelly to commence work on this project for the design of a water system upgrade was authorized at the previous council meeting.**

5. Project Name: Luffenholtz Creek Sediment Reduction

Source of Funding: California Department of Public Health (up to \$1.875 million)

Status: **Staff is working out details of the long term access and maintenance agreement between the City and Green Diamond, after which is currently under review by the respective attorneys. Such an agreement is necessary before we receive a letter of commitment for funding.**

6. Project Name: Trinidad Pier Reconstruction (ASBS Project)

Source of Funding: CA State Proposition 84 (\$2,500,000)

Status: Construction of the pier is underway with completion anticipated in May 2012.

7. Project Name: Storm Water Management Improvement

Source of Funding: CA State Proposition 84 (\$2,500,000)

Status: **An agreement with Winzler & Kelly to act as the project manager for this project to design a system to enhance the capture and treatment of stormwater runoff was authorized by council at the previous meeting. A storm water collection device has been installed at Galindo & Edwards which periodically provides volume of storm water flows and samples for quality analyses. The next step is a geological study to be conducted by Winzler & Kelly on groundwater flows within the city.**

8. Project Name: Trinidad to Humboldt Bay Coastal Watershed Program

Source of Funding: Department of Conservation Water Coordinator Grant (\$293,910)

Status. This is a three year program with the outcome anticipated to be improved coordination among watershed entities to avoid duplication of effort and to promote improved management of water resources. **The next meeting of the Trinidad Bay Watershed Council will be held in early December to discuss planned activities for the next year.**

Police Department

1. Sale of Assets. **The Council authorized staff to dispose of police department assets in recognition of the long term arrangement for law enforcement services provided by the Humboldt County Sheriff. Sealed bids were solicited and opened on October 27, and the city received a total of 17 bids for various surplus equipment. For items not sold through the sealed bid process, staff will work with a firm from Mission Viejo that specializes in the auction of police department property.**

Public Works Department

1. Van Wycke Trail. **A site-specific geotechnical investigation has been conducted and the results indicate there is insufficient suitable material for construction of a new retaining wall. An alternative option is being evaluated to possibly stabilize the base of the existing retaining wall and construct a pedestrian bridge over the sunken area. A long term but more costly solution being considered is the installation of spiral nails.**

2. Trinidad Head Maintenance. **The City continues to perform trail maintenance to within the limitations identified in the July 1, 2011 letter from the Coastal Commission (to no more than one foot on either side of the existing roads and to a**

total width of 4 feet along the trails), and has asked the Planning Commission to consider approval of a Coastal Development Permit that would allow staff to maintain vegetation to the same historical standards as in the past several years. This has been continued to the December Planning Commission in order for additional language regarding these historical standards to be developed and presented.

3. **Traffic Issues Trinity and Edwards Streets.** Staff is gathering traffic data on this intersection and has learned that there is no history of traffic incidents at that location that would require urgent action to be taken. Based on Council interest, Winzler & Kelly has submitted a request to HCAOG for consideration of \$5,500 in planning funds for preliminary engineering and development of a project study report to consider a possible mini-roundabout at this location.



CONSENT AGENDA ITEM #2

SUPPORTING DOCUMENTATION FOLLOWS WITH: 8 PAGES

2. Financial Status Reports for September 2011

City of Trinidad
Statement of Revenues and Expenditures
From 9/1/2011 Through 9/30/2011

	<u>Current Month</u>	<u>Year to Date</u>	<u>Total Budget - Original</u>	<u>% of Budget</u>
Revenue				
41010 PROPERTY TAX - SECURED	0.00	0.00	115,000.00	(100.00)%
42000 SALES & USE TAX	0.00	0.00	180,000.00	(100.00)%
43000 TRANSIENT LODGING TAX	1,367.50	2,026.75	80,000.00	(97.47)%
47310 VEHICLE LICENSE COLLECTION	182.06	182.06	0.00	0.00%
47350 MOTOR VEHICLE LICENSE FEE GAP	0.00	704.32	0.00	0.00%
49080 MOTOR VEHICLE FINES	0.00	0.00	3,500.00	(100.00)%
53010 COPY MACHINE FEE	5.00	17.00	100.00	(83.00)%
53020 INTEREST INCOME	2,528.87	5,762.52	15,000.00	(61.58)%
53060 DONATIONS	50.00	50.00	0.00	0.00%
53090 OTHER MISCELLANEOUS INCOME	0.00	533.62	2,500.00	(78.66)%
54020 PLANNER- APPLICATION PROCESSIN	750.00	3,150.00	8,500.00	(62.94)%
54040 ENGINEER-APPLICATION PROCESSIN	0.00	0.00	500.00	(100.00)%
54050 BLDG.INS-PAPPLICATION PROCESSI	20,319.96	21,006.30	10,000.00	110.06%
54100 ANIMAL LICENSE FEES	50.00	65.00	100.00	(35.00)%
54130 FARMERS MARKET BUSINESS LICENS	0.00	30.00	0.00	0.00%
54150 BUSINESS LICENSE TAX	235.00	6,851.00	7,500.00	(8.65)%
54300 ENCROACHMENT PERMIT FEES	50.00	50.00	400.00	(87.50)%
56400 RENT - VERIZON	1,680.68	5,042.04	19,620.00	(74.30)%
56500 RENT - HARBOR LEASE	0.00	5,000.00	5,000.00	0.00%
56650 RENT - SUDDENLINK	0.00	995.22	4,200.00	(76.30)%
56700 RENT - TOWN HALL	1,145.00	4,200.00	8,500.00	(50.59)%
56800 RENT - MISC	0.00	0.00	500.00	(100.00)%
59999 INTERDEPARTMENTAL TRANSFER INC	0.00	0.00	5,000.00	(100.00)%
Total Revenue	<u>28,364.07</u>	<u>55,665.83</u>	<u>465,920.00</u>	<u>(88.05)%</u>

City of Trinidad
Statement of Revenues and Expenditures
201 - GFAdmin
From 9/1/2011 Through 9/30/2011

		Current Month	Year to Date	Total Budget - Original	% of Budget
Expense					
60900	HONORARIUMS	250.00	750.00	3,000.00	75.00%
61000	EMPLOYEE GROSS WAGE	5,668.11	17,752.26	72,615.00	75.55%
61250	OVERTIME	0.00	0.00	1,500.00	100.00%
61470	FRINGE BENEFITS	46.16	138.48	0.00	0.00%
65000	EMPLOYEE TAXES, INSUR & BENEFI	0.00	0.00	8,746.00	100.00%
65100	DEFERRED RETIREMENT	204.22	622.32	0.00	0.00%
65200	MEDICAL INSURANCE AND EXPENSE	356.08	1,083.28	6,384.00	83.03%
65300	WORKMEN'S COMP INSURANCE	697.68	4,485.68	0.00	0.00%
65500	EMPLOYEE MILEAGE REIMBURSEMENT	50.00	202.50	1,200.00	83.13%
65600	PAYROLL TAX	451.89	1,413.61	0.00	0.00%
68090	CRIME BOND	0.00	700.00	0.00	0.00%
68100	FIDELITY BOND	0.00	0.00	770.00	100.00%
68200	INSURANCE - LIABILITY	761.75	5,210.70	10,908.00	52.23%
68300	PROPERTY & CASUALTY	0.00	3,747.60	4,387.00	14.57%
71100	ATTORNEY-MEETINGS	0.00	676.50	15,000.00	95.49%
71110	ATTORNEY-ADMINISTRATIVE TASKS	1,585.84	2,005.30	8,000.00	74.93%
71130	ATTORNEY-LITIGATION	676.50	2,464.00	10,000.00	75.36%
71210	CITY ENGINEER-ADMIN. TASKS	(4,596.25)	46.50	7,000.00	99.34%
71220	CITY ENG-APPLICATION PROCESS	0.00	0.00	2,000.00	100.00%
71300	CITY PLANNER-MEETINGS	0.00	1,206.00	4,200.00	71.29%
71310	CITY PLANNER-ADMIN. TASKS	0.00	4,410.40	7,000.00	36.99%
71320	CITY PLANNER-APPL. PROCESS	0.00	2,073.00	7,000.00	70.39%
71340	CITY PLANNER - SPECIAL PROJECT	0.00	1,128.00	20,000.00	94.36%
71410	BLDG INSPECTOR-ADMIN TASKS	2.94	4.69	0.00	0.00%
71420	BLDG INSPECTOR-PERMIT PROCESS	1,445.00	12,577.02	5,000.00	(151.54)%
71430	BLDG INSPECTOR-ENFORCEMENT	90.00	90.00	0.00	0.00%
71510	ACCOUNTANT-ADMIN TASKS	381.24	1,432.12	20,000.00	92.84%
71620	AUDITOR-FINANCIAL REPORTS	0.00	0.00	11,913.00	100.00%
72000	CHAMBER OF COMMERCE	0.00	4,000.00	4,500.00	11.11%
75110	FINANCIAL ADVISOR/TECH SUPPORT	0.00	45.00	1,200.00	96.25%
75160	LIBRARY RENT & LOCAL CONTRIB.	0.00	0.00	1,500.00	100.00%
75170	RENT	1,950.00	1,950.00	7,800.00	75.00%
75180	UTILITIES	112.22	396.27	4,000.00	90.09%
75190	DUES & MEMBERSHIP	235.08	235.08	1,000.00	76.49%
75200	MUNICIPAL/UPDATE EXPENSE	0.00	0.00	7,500.00	100.00%
75220	OFFICE SUPPLIES & EXPENSE	518.09	1,803.03	4,500.00	59.93%
75240	BANK CHARGES	25.00	80.00	0.00	0.00%
75990	MISCELLANEOUS EXPENSE	0.00	0.00	1,900.00	100.00%
76110	TELEPHONE	161.63	553.98	2,500.00	77.84%
76130	CABLE & INTERNET SERVICE	160.95	482.85	2,000.00	75.86%
76150	TRAVEL	0.00	0.00	1,500.00	100.00%
78160	BUILDING REPAIRS & MAINTENANCE	76.57	76.57	3,500.00	97.81%
78190	MATERIALS, SUPPLIES & EQUIPMEN	165.72	627.04	5,000.00	87.46%
92200	UNREALIZED INVEST. GAINS/LOSSE	1,588.85	1,875.90	0.00	0.00%
	Total Expense	13,065.27	76,345.68	275,023.00	72.24%

City of Trinidad
Statement of Revenues and Expenditures
301 - Police
From 9/1/2011 Through 9/30/2011

		<u>Current Month</u>	<u>Year to Date</u>	<u>Total Budget - Original</u>	<u>% of Budget</u>
Expense					
61000	EMPLOYEE GROSS WAGE	1,506.66	4,514.93	19,585.00	76.95%
65000	EMPLOYEE TAXES, INSUR & BENEFI	0.00	0.00	2,359.00	100.00%
65300	WORKMEN'S COMP INSURANCE	82.62	603.62	0.00	0.00%
65600	PAYROLL TAX	115.44	345.93	0.00	0.00%
71510	ACCOUNTANT-ADMIN TASKS	326.77	1,227.51	0.00	0.00%
75170	RENT	(650.00)	1,950.00	7,800.00	75.00%
75180	UTILITIES	123.22	479.23	1,200.00	60.06%
75190	DUES & MEMBERSHIP	0.00	122.00	0.00	0.00%
75220	OFFICE SUPPLIES & EXPENSE	0.00	0.00	300.00	100.00%
75300	CONTRACTED SERVICES	0.00	0.00	82,745.00	100.00%
75350	ANIMAL CONTROL	113.00	339.00	1,396.00	75.72%
75990	MISCELLANEOUS EXPENSE	44.76	44.76	0.00	0.00%
76110	TELEPHONE	89.21	246.56	1,800.00	85.30%
78210	Advertising Outreach & Project	61.50	61.50	0.00	0.00%
92100	UNREALIZED GAINS/LOSSES	<u>0.00</u>	<u>(8,815.00)</u>	<u>0.00</u>	<u>0.00%</u>
	Total Expense	<u>1,813.18</u>	<u>1,120.04</u>	<u>117,185.00</u>	<u>99.04%</u>

City of Trinidad
Statement of Revenues and Expenditures
401 - Fire
From 9/1/2011 Through 9/30/2011

		<u>Current Month</u>	<u>Year to Date</u>	<u>Total Budget - Original</u>	<u>% of Budget</u>
Expense					
60900	HONORARIUMS	150.00	450.00	1,800.00	75.00%
75180	UTILITIES	38.78	1,916.63	800.00	(139.58)%
75190	DUES & MEMBERSHIP	0.00	0.00	10.00	100.00%
75260	BACKGROUNDS / EDUCATION	0.00	0.00	1,000.00	100.00%
75300	CONTRACTED SERVICES	0.00	122.00	175.00	30.29%
76110	TELEPHONE	0.68	10.24	175.00	94.15%
76140	RADIO & DISPATCH	0.00	163.26	0.00	0.00%
78140	VEHICLE FUEL & OIL	0.00	0.00	750.00	100.00%
78150	VEHICLE REPAIRS	298.34	298.34	3,000.00	90.06%
78160	BUILDING REPAIRS & MAINTENANCE	306.54	592.01	500.00	(18.40)%
78190	MATERIALS, SUPPLIES & EQUIPMEN	0.00	5,960.00	7,500.00	20.53%
78200	EQUIPMENT REPAIRS & MAINTENANC	0.00	0.00	1,500.00	100.00%
90000	Capital Reserves	0.00	0.00	50,000.00	100.00%
	Total Expense	<u>794.34</u>	<u>9,512.48</u>	<u>67,210.00</u>	<u>85.85%</u>

City of Trinidad
Statement of Revenues and Expenditures
501 - PW (Public Works)
From 9/1/2011 Through 9/30/2011

		<u>Current Month</u>	<u>Year to Date</u>	<u>Total Budget - Original</u>	<u>% of Budget</u>
Expense					
61000	EMPLOYEE GROSS WAGE	2,994.33	9,033.39	39,180.00	76.94%
61250	OVERTIME	0.00	0.00	3,000.00	100.00%
65000	EMPLOYEE TAXES, INSUR & BENEFI	0.00	0.00	4,720.00	100.00%
65100	DEFERRED RETIREMENT	97.93	380.71	0.00	0.00%
65200	MEDICAL INSURANCE AND EXPENSE	1,531.59	4,385.49	21,113.00	79.23%
65300	WORKMEN'S COMP INSURANCE	293.76	1,846.76	0.00	0.00%
65600	PAYROLL TAX	233.75	718.05	0.00	0.00%
68200	INSURANCE - LIABILITY	69.25	473.70	992.00	52.25%
71250	CITY ENGINEER - PROJECT FEES	4,596.25	4,596.25	2,500.00	(83.85)%
71510	ACCOUNTANT-ADMIN TASKS	0.00	0.00	1,100.00	100.00%
75180	UTILITIES	0.00	35.52	0.00	0.00%
75300	CONTRACTED SERVICES	0.00	0.00	1,500.00	100.00%
78100	STREET MAINT/REPAIR/SANITATION	279.64	722.43	114,700.00	99.37%
78120	STREET LIGHTING	308.32	929.26	4,800.00	80.64%
78125	Street Lighting - Improvements	0.00	0.00	40,000.00	100.00%
78130	TRAIL MAINTENANCE	0.00	39.67	1,000.00	96.03%
78140	VEHICLE FUEL & OIL	497.98	1,005.52	3,000.00	66.48%
78150	VEHICLE REPAIRS	2,835.24	2,835.24	2,000.00	(41.76)%
78190	MATERIALS, SUPPLIES & EQUIPMEN	963.32	2,631.16	2,500.00	(5.25)%
	Total Expense	<u>14,701.36</u>	<u>29,633.15</u>	<u>242,105.00</u>	<u>87.76%</u>

City of Trinidad
Statement of Revenues and Expenditures
601 - Water
From 9/1/2011 Through 9/30/2011

		Current Period Actual	Current Year Actual	Total Budget - Original	% of Budget
Revenue					
53020	INTEREST INCOME	0.00	0.00	20,000.00	(100.00)%
53090	OTHER MISCELLANEOUS INCOME	0.00	0.00	1,000.00	(100.00)%
57100	WATER SALES	20,355.03	58,635.14	221,000.00	(73.47)%
57300	NEW WATER HOOK UPS	0.00	0.00	9,000.00	(100.00)%
57500	WATER A/R PENALTIES	489.79	3,409.70	6,000.00	(43.17)%
	Total Revenue	20,844.82	62,044.84	257,000.00	(75.86)%
Expense					
61000	EMPLOYEE GROSS WAGE	6,341.11	19,176.26	83,354.00	76.99%
61250	OVERTIME	0.00	0.00	5,000.00	100.00%
65000	EMPLOYEE TAXES, INSUR & BENEFI	0.00	0.00	10,040.00	100.00%
65100	DEFERRED RETIREMENT	459.72	1,503.99	0.00	0.00%
65200	MEDICAL INSURANCE AND EXPENSE	2,923.62	8,561.58	43,590.00	80.36%
65300	WORKMEN'S COMP INSURANCE	605.88	3,877.88	0.00	0.00%
65600	PAYROLL TAX	508.32	1,570.86	0.00	0.00%
68200	INSURANCE - LIABILITY	554.00	3,789.60	7,933.00	52.23%
68300	PROPERTY & CASUALTY	0.00	2,498.40	2,925.00	14.58%
71110	ATTORNEY-ADMINISTRATIVE TASKS	0.00	0.00	4,500.00	100.00%
71210	CITY ENGINEER-ADMIN. TASKS	(6,044.00)	0.00	43,620.00	100.00%
71230	ENGINEER-SPECIAL PROJECTS	6,044.00	6,044.00	14,848.00	59.29%
71510	ACCOUNTANT-ADMIN TASKS	381.24	1,432.12	9,000.00	84.09%
71620	AUDITOR-FINANCIAL REPORTS	0.00	0.00	9,000.00	100.00%
75180	UTILITIES	1,183.50	3,798.00	14,000.00	72.87%
75190	DUES & MEMBERSHIP	34.68	158.68	900.00	82.37%
75220	OFFICE SUPPLIES & EXPENSE	140.00	227.00	2,000.00	88.65%
75230	INTEREST EXPENSE	641.28	641.28	1,935.00	66.86%
75280	TRAINING / EDUCATION	0.00	315.00	0.00	0.00%
75990	MISCELLANEOUS EXPENSE	0.00	0.00	250.00	100.00%
76110	TELEPHONE	69.43	207.43	1,500.00	86.17%
76130	CABLE & INTERNET SERVICE	49.00	147.00	588.00	75.00%
76160	LICENSES & FEES	0.00	0.00	2,200.00	100.00%
78140	VEHICLE FUEL & OIL	129.83	426.37	3,000.00	85.79%
78150	VEHICLE REPAIRS	0.00	1.39	1,500.00	99.91%
78160	BUILDING REPAIRS & MAINTENANCE	0.00	0.00	2,000.00	100.00%
78170	SECURITY SYSTEM	113.00	182.00	276.00	34.06%
78190	MATERIALS, SUPPLIES & EQUIPMEN	402.81	3,539.02	5,000.00	29.22%
78200	EQUIPMENT REPAIRS & MAINTENANC	280.94	280.94	500.00	43.81%
79100	WATER LAB FEES	0.00	815.00	5,500.00	85.18%
79120	WATER PLANT CHEMICALS	337.63	1,812.41	16,000.00	88.67%
79130	WATER LINE HOOK-UPS	0.00	0.00	4,000.00	100.00%
79150	WATER LINE REPAIR	0.00	0.00	20,000.00	100.00%
79160	WATER PLANT REPAIR	0.00	0.00	10,000.00	100.00%
	Total Expense	15,155.99	61,006.21	324,959.00	81.23%
	Net Income	5,688.83	1,038.63	(67,959.00)	(101.53)%

City of Trinidad
Statement of Revenues and Expenditures
701 - Cemetery
From 9/1/2011 Through 9/30/2011

		Current Period Actual	Current Year Actual	Total Budget - Original	% of Budget
	Revenue				
53020	INTEREST INCOME	0.00	0.00	3,000.00	(100.00)%
58100	CEMETERY PLOT SALES	260.00	1,830.00	9,000.00	(79.67)%
58150	Cemetery Plot Refunds	0.00	(2,820.00)	0.00	0.00%
	Total Revenue	260.00	(990.00)	12,000.00	(108.25)%
	Expense				
61000	EMPLOYEE GROSS WAGE	664.11	2,011.07	8,727.00	76.96%
65000	EMPLOYEE TAXES, INSUR & BENEFI	0.00	0.00	1,051.00	100.00%
65100	DEFERRED RETIREMENT	24.95	101.73	0.00	0.00%
65200	MEDICAL INSURANCE AND EXPENSE	369.95	1,057.55	5,184.00	79.60%
65300	WORKMEN'S COMP INSURANCE	73.44	430.44	0.00	0.00%
65600	PAYROLL TAX	52.68	161.54	0.00	0.00%
75300	CONTRACTED SERVICES	0.00	0.00	500.00	100.00%
78180	OTHER REPAIR & MAINTENANCE	0.00	0.00	500.00	100.00%
78190	MATERIALS, SUPPLIES & EQUIPMEN	0.00	0.00	500.00	100.00%
	Total Expense	1,185.13	3,762.33	16,462.00	77.15%
	Net Income	(925.13)	(4,752.33)	(4,462.00)	6.51%

City of Trinidad
Statement of Revenues and Expenditures
204 - IWM
From 9/1/2011 Through 9/30/2011

		Current Period Actual	Current Year Actual	Total Budget - Original	% of Budget
	Revenue				
46000	GRANT INCOME	0.00	5,000.00	5,000.00	0.00%
47600	BLUE BAG SALES	463.00	1,087.00	3,500.00	(68.94)%
47650	RECYCLING REVENUE	4,137.30	9,540.52	32,000.00	(70.19)%
	Total Revenue	4,600.30	15,627.52	40,500.00	(61.41)%
	Expense				
61000	EMPLOYEE GROSS WAGE	1,004.48	3,048.28	13,265.00	77.02%
65000	EMPLOYEE TAXES, INSUR & BENEFI	0.00	0.00	1,598.00	100.00%
65100	DEFERRED RETIREMENT	65.82	226.28	0.00	0.00%
65200	MEDICAL INSURANCE AND EXPENSE	435.21	1,253.30	6,461.00	80.60%
65300	WORKMEN'S COMP INSURANCE	82.62	591.62	0.00	0.00%
65600	PAYROLL TAX	81.85	250.47	0.00	0.00%
75120	WASTE RECYCLING PICKUP/DISPOSA	1,440.00	4,320.00	16,000.00	73.00%
75130	GARBAGE	0.00	556.99	0.00	0.00%
75140	BLUE BAG PURCHASES	0.00	795.00	3,500.00	77.29%
78100	STREET MAINT/REPAIR/SANITATION	0.00	428.20	7,000.00	93.88%
78190	MATERIALS, SUPPLIES & EQUIPMEN	0.00	0.00	1,000.00	100.00%
85000	CAPITAL OUTLAY	0.00	4,719.45	4,800.00	1.68%
	Total Expense	3,109.98	16,189.59	53,624.00	69.81%
	Net Income	1,490.32	(562.07)	(13,124.00)	(95.72)%



CONSENT AGENDA ITEM #3

SUPPORTING DOCUMENTATION FOLLOWS WITH: 6 PAGES

3. Updated Contract for City Attorney Legal Services

CONSENT AGENDA ITEM

Date: November 9, 2011

Item: Contract for Legal Services

Background: Mr. Paul Hagen resigned his position as Trinidad's City Attorney when he left the firm of Bragg, Perlman, Russ, Stunich & Eads LLP. The attached agreement proposes a similar contractual relationship with Mr. Andrew Stunich of the same firm. The agreement reflects a rate of \$155 per hour, compared to the rate of \$125 per hour for Mr. Hagen. Mr. Hagen's agreement was executed in 2007, and the hourly rate is outdated and less than compensation for other local city attorneys.

Proposed Action: Approve the Contract for Legal Services with Andrew Stunich

Attachments: Proposed Contract for Legal Services

CONTRACT FOR LEGAL SERVICES
CITY OF TRINIDAD CITY ATTORNEY

THIS CONTRACT FOR LEGAL SERVICES, effective November __, 2011, is made by and between the CITY OF TRINIDAD hereafter referred to as "City", and Andrew Stunich, Attorney at Law hereinafter referred to as "Attorney".

I. SCOPE OF SERVICES

City shall retain Attorney as its General Counsel, and Attorney shall provide City with advice, counsel and representation in municipal legal matters and litigation pursuant to the terms and conditions hereafter set forth. City hereby appoints Attorney as City Attorney of City. Said appointee shall have the authority vested in City Attorneys by the applicable laws of the State of California. Services of Attorney are generally described as follows:

- A. **Basic Legal Services:** Attorney shall provide the following basic legal services:
1. **Preparation of Documents:** Attorney shall develop, review, or comment on ordinances, resolutions, contracts, agreements and other documents at the request of the City Council or City Manager.
 2. **Legal Advice:** Attorney shall provide City with advice and counsel in oral or written form pertaining to municipal legal matters at the request of the City Council or City Manager, including but not limited to resolutions, ordinances, claims for damages, and contracts. Attorney shall be available to consultation with City staff and Council members.
- B. **Other Legal Services:** Attorney shall provide other legal services to City as follows:
1. Legal review of documents for audits, grant applications, and matters pertaining to funding sought or obtained from other governmental entities.
 2. Legal advice in connection with planning, zoning and environmental review of major projects proposed for the City.
 3. Legal services in connection with pending or threatened litigation, including appeals.
 4. Legal advice and/or training to the City Council, staff members and commissioners on conflict of interest statutes, financial disclosure laws, and other matters to ensure compliance with statutory requirements.

5. On a quarterly basis, or more often if necessary in the Attorney's opinion, report to the City Council on the status of outstanding litigation involving the City.
- C. **Litigation:** At the request of the City Council, Attorney shall represent the City in litigation. "Litigation", for the purposes of this Contract, means any proceeding in any court or before any local, state or federal administrative agency including, but not limited to, the following services:
1. Acting as defense attorney to fully represent the City, its officers and employees against lawsuits filed against City unless said defense is provided by attorneys engaged by the city's insurance carriers to represent the City, in which case Attorney shall fully cooperate with insurance attorneys.
 2. Prosecuting all legal actions as directed by the City Council.
- C. **Meetings:** Attorney shall attend City Council meetings When requested by the City Council or City Manager and upon request of the City Council or City Manager, attend meetings of the Planning Commission. Attorney shall attend staff meetings and/or other City meetings when requested by the City Manager or the City Council.
- D. **Services Not Covered:** It is expressly understood and agreed that Attorney shall have no general responsibility for overseeing City operations; and that Attorney shall have no duty or authority to prosecute criminal violations of any law or ordinance, except as otherwise expressly provided by ordinance or resolution of the City Council. It is also understood and agreed that City may obtain legal services from time to time from other attorneys concerning special matters.

II. COMPENSATION AND EXPENSE REIMBURSEMENT

City agrees to compensate Attorney for services and expenses incurred on City's behalf, as follows:

- A. For the services described in Section IA, IB and IC above, at the rate of One Hundred Eighty Five Dollars (\$155.00) per hour.
- B. For the services described in Section ID above, at the rate of \$155.00 per hour.
- C. **Travel Reimbursement:** If Attorney is requested by the City Council or City Manager to travel outside Humboldt County on City business, City shall reimburse Attorney for all travel expenses actually incurred, including reasonable charges for meals, lodging, mileage, airfare, taxi service, and ground transportation, parking fees, bridge tolls and other similar charges. Said

reimbursement will only be paid upon submission of an itemized bill and the appropriate receipts to the City Manager. The City Council shall annually budget a sum for said travel.

D. Miscellaneous:

1. **Office Expenses:** The City shall reimburse Attorney for all reasonable costs advanced by Attorney on the City's behalf, including but not limited to long distance telephone charges, extraordinary copying charges, Fed-Ex, UPS or Overnight mail delivery costs, Westlaw charges, charges for recordation and certification of documents and extraordinary postal expenses. The amount of such reimbursement shall be set annually by the City Council and shall be based on Attorney's actual cost.
2. **Litigation Expenses:** City shall reimburse Attorney for all litigation expenses actually advanced by Attorney on City's behalf, including but not limited to court filing fees, jury fees, witness fees, deposition costs, costs of obtaining documents by subpoena, and other ordinary and necessary litigation expenses.

E. **Payment:** City will pay Attorney within fifteen (15) days after receipt of billing which itemized services, time and charges.

III. CONFLICT OF INTEREST

Attorney shall be entitled to maintain an active private law practice but will not represent private clients on claims adverse to or against the City.

If a former client of Attorney asserts a claim adverse to or in conflict with an interest of the City or against the City, and representation of the City would pose a conflict of interest for Attorney, Attorney will promptly disclose the potential conflict to the City Manager and the City Council and assist the City in obtaining separate legal representation acceptable to the City.

IV. ERRORS AND OMISSIONS INSURANCE

A. **Policy of Professional Insurance:** At all times during this Contract, Attorney shall maintain a policy of professional errors and omissions insurance in the amount of, and not less than, Five Hundred Thousand Dollars (\$500,000.00) per claim and One Million Dollars (\$1,000,000.00) annual aggregate. A Certificate of Insurance shall be filed with City and renewed annually.

B. **Prior Acts Coverage:** City shall reimburse Attorney for annual incremental expenses actually incurred pursuant to Attorney's professional liability insurance policy to extend prior acts coverage after the date of this contract.

V. INDEMNIFICATION

Attorney agrees to indemnify and hold City harmless from any and all claims, demands, causes of action, suits and judgments advanced by any person or persons other than Attorney, whether or not meritorious, which arise in any way out of Attorney's performance of his duties under this agreement or out of Attorney holding the office of City Attorney. Attorney's duty to indemnify shall include a duty to defend City in any threatened or pending litigation, and to pay for or reimburse City for counsel fees and litigation expenses reasonably incurred in defense of suit threatened or pending litigation.

VI. TERMINATION OF CONTRACT

Either party may terminate this Contract by giving thirty (30) days' written notice to the other party. In the event of termination, Attorney shall receive compensation and reimbursement for all services rendered and expenses due at the time of termination. All law books paid for by City shall be returned to City.

VII. CONTRACT TERMS ARE THE SOLE AGREEMENT

This written Contract contains the sole and entire agreement between the parties. It supersedes any and all other agreements between the parties. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this agreement or any representations inducing the execution and delivery thereof except such representations as are specifically set forth herein; and each party acknowledges that it has relied on its own judgment in entering into this Contract.

XIII. WAIVER OR MODIFICATION INEFFECTIVE UNLESS IN WRITING

No waiver or modification of this agreement or of any covenant, condition or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.

IX. CONTRACT GOVERNED BY LAW OF STATE OF CALIFORNIA

This Contract and performance hereunder, and all suits and special proceedings hereunder, shall be construed in accordance with the laws of the State of California. In any action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of the Contract, the laws of the State of California shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which the action or special proceeding may be instituted.

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IN WITNESS WHEREOF, the parties have entered into this Contract as of the date above written.

Law Offices of Andrew Stunich

By: Andrew Stunich
Andrew Stunich

CITY OF TRINIDAD

By: _____

ATTEST:

City Clerk



CONSENT AGENDA ITEM #4

SUPPORTING DOCUMENTATION FOLLOWS WITH: 5 PAGES

4. Agreement for Accounting and Financial Services

CONSENT AGENDA ITEM

Date: November 9, 2011

Item: Agreement for Accounting and Financial Services

Background:

In October, 2008, the City Council accepted a proposal from the accounting firm of Cunningham, Malone & Morton to provide financial consulting services. That agreement expired on June 30, 2009, and staff is working to present an updated proposal for that firm to continue to provide payroll and accounts payable services and completion of required annual reports. In addition, the city contracts with the firm of Marcello & Company for the annual audit. These arrangements work well, however, there is the additional need for professional accounting services to assist in year end closing, perform reconciliation of grant funds and initiate journal entries to assure the city's financial reports agree with the annual audits. The recent analysis of the water fund to develop expenditure history demonstrated a number of shortcomings in the city's financial data that need to be addressed. Additionally, the auditor is needing to initiate far too many financial transactions in order to conduct his annual audit, and this potentially calls into question the matter of an independent review. The agreement with Cunningham, Malone & Morton provided for hourly billings ranging from \$85 to \$150 which would have allowed that firm to provide for additional services on demand; however, staff has negotiated an agreement with Humboldt County's former Assistant Auditor-Controller (now retired) to provide these services to the City at the rate of \$25/hour. Mr. Neil Tierney has many years of experience in fund accounting and is an expert in public accounting. The city is fortunate to be able to secure his services.

Proposed Action:

Authorize the City Manager to execute the Agreement for Consulting Services Between the City of Trinidad and Neil Tierney

Attachment: Agreement

**AGREEMENT FOR CONSULTING SERVICES BETWEEN
THE CITY OF TRINIDAD AND NEIL TIERNEY**

THIS AGREEMENT is made and entered into this ____ day of _____, 2011, by and between the City of Trinidad, a general law municipal corporation located in the County of Humboldt, State of California (hereinafter "City"), and Neil Tierney, an individual (hereinafter "Consultant").

1. **Agreed Facts.** This Agreement is made with respect to the following facts:

(a) City has a need for consulting services in the areas of accounting and financial services.

(b) Consultant has the ability and is willing to provide the services as needed by City in accordance with the terms of this Agreement.

2. **Retainer.** City hereby retains Consultant to perform accounting and financial services for City pursuant to this Agreement from and after the effective date of this Agreement, on the terms and conditions contained herein, until this Agreement is terminated as hereinafter provided.

3. **Independent Contractor.** In performing services under this Agreement, Consultant shall act as an independent contractor and shall have control over his work and the manner in which it is performed. He shall be free to contract for similar services to be performed for others while under contract with the City. Consultant is not to be considered an agent or employee of the City, and is not entitled to any employee benefits. Consultant shall furnish, at his expense, all tools, equipment, services, labor and materials necessary to complete all requirements of this Agreement.

4. **Termination.** Either party may terminate this Agreement with or without cause by giving at least thirty (30) days prior written notice of termination to the other party. Within a reasonable time after such termination, Consultant shall be paid all amounts due on the effective date of termination. Upon termination, all finished and unfinished documents, data, studies and reports prepared by Consultant under this Agreement, shall, at the option of City, become City's property.

5. **Duties.** Consultant shall perform such accounting and financial services as requested by the City Manager of City. Obligations and duties shall be similar to, and may include, but are not limited to:

- Assist staff and provide direction to account clerk in properly recording financial transactions
- Advise and implement internal systems to safeguard City's assets
- Assist with providing the City Manager and City Council financial reports so that management can make informed decisions

- Develop or assist in preparing special studies such as grant applications, capital asset expenditures, cash management and other similar activities
- Assist in year end closing, including preparation of documents, analyses and exhibits to allow an expedient closure to annual audit process
- Clear unusual entries with account clerk; inform and discuss with City Manager any unusual issues
- Prepare reconciliation of trust and/or grant funds when requested
- Respond to requests from staff for assistance in coding or otherwise dealing with unusual transactions
- Together with the City Manager review the draft annual audit report and meet with auditors to discuss and resolve any issues
- When requested, participate in the draft Management Discussion and Analysis to be included in the audit report

6. Compensation and Reimbursement for Expenses.

(a) City will pay Consultant \$25.00 per hour for all consulting services of whatever nature performed by Consultant.

(b) City will reimburse Consultant for all costs advanced on City's behalf, including long-distance telephone calls, copying charges, postal expenses, and other reasonable and necessary expenses.

© City will reimburse Consultant's ordinary and necessary travel expenses between the City of Trinidad and the Consultant's home in Eureka at the then applicable IRS mileage rate.

(d) Consultant will not count as time spent in providing consulting services for City, and City will not pay Consultant for, time spent in traveling to and from City's office.

7. **Billing.** Consultant shall submit a bill to City for all services and reimbursement covered by this Agreement within ten (10) days of the end of each calendar month. Such bill shall become due and payable upon receipt.

8. **Other Clients.** Consultant may maintain an active consulting and/or accounting practice or any other job, occupation, or profession, but Consultant shall not represent clients in accounting or consulting matters if representation of City would pose a conflict of interest for Consultant.

9. Insurance and Indemnity.

(a) **Indemnity.** To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless, City and any and all of its boards (including the Council, boards, commissions, committees and task forces), officials, employees and agents from and against any and all losses, liabilities, damages, costs and expenses,

including attorneys' fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub-consultants or any entity or individual for which Consultant shall bear legal liability in the performance of professional services under this Agreement.

(b) Insurance.

Auto: Consultant shall maintain during the term of this Agreement a policy of vehicle liability insurance covering bodily injury and property damages in the minimum of \$100,000.00 per claim and \$300,000.00 annual aggregate as to all vehicles used to provide services hereunder. Certificate shall contain a statement that the policy will not be cancelled except after thirty (30) days prior written notice to City.

10. Services not Covered. It is expressly understood and agreed that Consultant shall have no general responsibility for overseeing City operations or for consulting services in connection with any manner that Consultant is not specifically required to undertake. It is also understood and agreed that City may obtain consulting services from time to time from other consultants concerning special matters.

11. Contract Terms to be Exclusive. This written Agreement contains the sole and entire agreement between the parties. It supersedes any and all other agreements between the parties. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Agreement or representation inducing the execution and delivery hereof, except such representations as are specifically set forth herein, and each party acknowledges that it has relied on its own judgment entering into this Agreement.

12. Waiver or Modification Ineffective Unless in Writing. No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.

13. Contract Governed by Law of the State of California. This Agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of California. In any action, special proceeding, or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of California shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which the action or special proceeding may be instituted.

14. Term of this Agreement. The term of this Agreement shall commence upon execution, and end December 31, 2012, unless sooner terminated by either party pursuant to Paragraph 4 of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first above written.

City of Trinidad
P. O. Box 390
Trinidad, CA 95570

Neil Tierney

Eureka, CA 95501

By Kathy Bhardwaj, Mayor

Approved as to legal form:



CONSENT AGENDA ITEM #5

SUPPORTING DOCUMENTATION FOLLOWS WITH: 2 PAGES

5. Bid award for Surplus Property - 2000 Ford Expedition

CONSENT AGENDA ITEM

Date: November 9, 2011

Item: Bid for 2000 Ford Expedition

Background:

Staff recently solicited bids for surplus police vehicles and equipment. The Westhaven Volunteer Fire Department submitted a sealed bid for the 2000 Ford Expedition for \$1,500. The highest bidder for this item was \$2,001. Westhaven Fire is requesting special consideration given their relationship with the City of Trinidad and their funding constraints, as set forth in the attached October 25, 2011 letter. All bidders were notified that the city reserved the right to reject any and all bids.

Proposed Action: Authorize the sale of the 2000 Ford Expedition to Westhaven Volunteer Fire Department in the amount of \$1,500.

Attachments: October 25, 2011 letter

WESTHAVEN VOLUNTEER FIRE DEPT

446 6th Ave.
Po Box 2143
Trinidad, Ca. 95570-2143



October 25, 2011

Dear City of Trinidad,

The Westhaven Volunteer Fire Department would like your consideration of our bid on several items.

Item#1 We would like to make an offer of \$1500 for the The 2000 Ford Expedition this offer is based on the following condition issues: The front calipers are sticking from it's 1-1/2 years of storage this will mean the calipers and rotors should probably be replaced, the front end has a clunk in it hopefully only the sway bar bushings that Ace High said needed to be replaced, all four tires are marginal and should be replaced, the paint is bubbling on the front of the hood and the battery is old and should be replaced for use as an emergency vehicle. That all being said we would very much like to own this vehicle which would be much better suited to our department than the Crown Victoria it would replace thus helping enhance our response capabilities to those residents and visitors in the greater Trinidad area in places where 4wheel drive would be helpful.. We also hope that you will factor the following points into consideration of our bid. The TPW treatment plant and water tanks are in our primary response area. Recently when responding to a fire alarm call at the treatment plant we were first on scene beating Cal-Fire by minutes, we respond to several of these calls at the plant every year. We have responded as mutual/automatic aid to the City of Trinidad and it's citizen's in the event of a structure fire or other large scale emergency since 1950. As to the actual dollar amount of this bid we hope you will consider the following: We are a bake sale fire department relying on donations and selling blackberry pies and pancakes to keep our doors open. Our annual budget is around \$10,000 this means our bid is 15% of our annual budget which already barely pays for insurance and workers comp. We have passed the hat and 10 out of 15 firefighters have pledged to donate \$50 each towards the purchase of this vehicle which means 2/3rds of the department is putting 1/3 of our offer up to help buy it. Additionally we may be able to increase our offer by 10-30% if that were necessary to justify the purchase price to the city. We hope after careful consideration of our bid offer and background information you will choose to sell us this vehicle thus providing us with one more tool with which to better serve the greater Trinidad community and visitors.

Item #2: We would like to bid \$50 and \$100 on the light bars, sirens and radio's from the Crown Victoria and Expedition respectively, It would seem that these items can only be sold to another agency. We would have to spend a fair amount of money to convert the light bar's from the blue lighting to all red although it would be cheaper for us than buying new one's. Currently all our lightbars are from the 1980's and are inefficient and lack many safety enhancing features such as alley(side spot lights)lights and traffic advisor's (arrow stick)in the rear. The radios and sirens would also go to good use in our vehicles.

Again We hope you understand our budgetary constraint's and hope that you take this in consideration in reviewing and hopefully accepting our bid's!! We appreciate the ongoing support of and excellent relationship with the City of Trinidad. Please feel free to contact me at 707-496-6455 and wvfdchief8400@hughes.net

Respectfully yours,

Paul Rosenblatt Fire Chief, Westhaven Volunteer Fire Department



CONSENT AGENDA ITEM #6

SUPPORTING DOCUMENTATION FOLLOWS WITH: 29 PAGES

6. Updated Contract between the State of California and the City of Trinidad for 2002 Park Bond and Roberti Z' Berg-Harris Bond Act Fund Reimbursements

CONSENT AGENDA ITEM

WEDNESDAY, NOVEMBER 09, 2011 CC MEETING

AGENDA ITEM: Updated Contract between the State of California and the City of Trinidad for 2002 Park Bond and Roberti Z'Berg-Harris Bond Act Fund Reimbursements

SUMMARY:

The City of Trinidad entered into a contractual agreement with the State of California back in December of 2003 to become eligible to receive funds through the 2002 Park Bond and Roberti Z'Berg-Harris Bond Act. The funds have been used for a number of projects throughout the City such as the Town Hall foundation, Trinidad School Track surface improvements, Trinidad Head Trail improvements, and most recently to develop Saunders Park.

The State has discovered a few outdated, minor deficiencies in the original template contract. The amendments made are minor, and the State is asking all jurisdictions to accept and approve them. The amendments are listed on the cover page of the attached contract.

Staff has reviewed the contract and determined that they are indeed minor and will have little to no impact on the City at this point. Not only has the City submitted for final reimbursement of the grant expenditures for both funding sources, but none of the amendments apply to our projects.

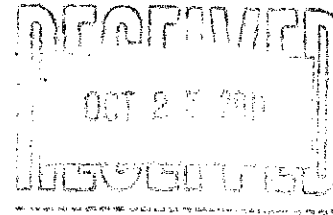
Regardless, the City of Trinidad needs to sign and accept the contract amendments to receive final payment.

STAFF RECOMMENDATION: *Approve contract amendments as proposed, and authorize the Mayor to sign on the City's behalf.*



October 18, 2011

Kathy Bhardwahj, Mayor
Trinidad City of
P.O. Box 390
Trinidad, CA 95570



Dear Kathy Bhardwahj:

This letter regards the extension of your Proposition 40 Per Capita contract C0207089.

Please note the following attachments and instructions; your agency must return all of these documents before OGALS can process any additional payments.

1. Your new contract:
 - a. The contract amount is \$ 22,825.
 - b. The new contract number is C0231021.
 - c. The terms of the contract have changed significantly; review the contract carefully. Please note that it must be signed in two places (at the beginning and at the end) by your Authorized Representative.
2. Deed restriction and deed restriction instructions – in order to ensure that the property improved with grant funds continues to be used for the purpose for which funds were provided, OGALS now requires that a deed restriction be recorded on the title to any property where the grantee owns the property. If you own the property purchased or improved with grant funds, included is a deed restriction for the project(s) under this contract. Please see the deed restriction and instructions for guidance on complying with this requirement.
3. Hours of operation statement – If your project improves or develops recreational facilities you will need to provide the proposed hours of operation for those facilities before final payment can be made.

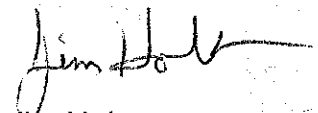
Important Next Steps and Deadlines

Next Steps	OGALS Deadline	Legal Deadline
Return signed contracts and deed restrictions	December 1, 2011.	
Allocate all remaining funds to projects	December 31, 2011	April 1, 2012

Contract signed by your Authorized Representative and returned to OGALS		May 1, 2013
Complete all project scope work	December 31, 2014	
Submit all final paperwork	March 31, 2015	
Contracts liquidate		June 30, 2015
Contract performance period ends		June 30, 2031

Please contact me if I can answer any questions or provide further information. I can be reached by phone at (916) 651-8577 or by email at jholt@parks.ca.gov

Sincerely,



Jim Holt

Enclosures:

Contract #C0231021

Deed Restriction Instructions

Deed Restriction(s)

State of California – Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

GRANT CONTRACT

2002 Resources Bond Act
Per Capita

GRANTEE City of Trinidad

THE PROJECT PERFORMANCE PERIOD IS FROM July 01, 2011 through June 30, 2015

CONTRACT PERFORMANCE PERIOD IS FROM July 01, 2011 through June 30, 2031

The Grantee agrees to the terms and conditions of this Contract, and the State of California, acting through its Director of Parks and Recreation pursuant to the Per Capita in the California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002, agrees to fund the total Project Grant Amount indicated.

**THESE FUNDS ARE FOR THE ACQUISITION AND DEVELOPMENT OF
NEIGHBORHOOD, COMMUNITY, AND REGIONAL PARKS AND RECREATION
LANDS AND FACILITIES.**

City of Trinidad
Grantee

The General and Special Provisions attached are made a part of and incorporated into the Contract.

By: _____
(Signature of Authorized Representative)

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

Title: Mayor

By: _____

Date: _____

Date: _____

CERTIFICATION OF FUNDING

CONTRACT NO C0231021	AMENDMENT NO	CALSTRS VENDOR NO 400000002100	PROJECT NO		
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 22,825	FUND Clean Water, Cln Air, Cstl Protc Fd, CA				
PRIOR AMOUNT ENCUMBERED BY THIS CONTRACT 0	ITEM 3790-103-6029(1)	CHAPTER 33/11	STATUTE 11	FISCAL YEAR 2011/12	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 22,825	INDEX 1091	OBJ. EXPEND 702	PCA	PROJECT/WORK PHASE	
T.B.A. NO	I hereby certify upon my own personal knowledge that budgeted funds are available for this encumbrance.				
B.R. NO	SIGNATURE OF ACCOUNTING OFFICER				DATE

GRANT CONTRACT

This AGREEMENT is hereby made and agreed upon by the State of California, acting through the California Department of Parks and Recreation (hereinafter referred to as "STATE") and City of Trinidad (hereinafter referred to as "GRANTEE") pursuant to the Per Capita in the California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002.

RECITALS

1. On or about 1/14/2004 the STATE and GRANTEE entered into Grant Contract #C0207089 (hereinafter referred to as "PREVIOUS CONTRACT") for an amount not to exceed \$ 220,000. This grant was funded in accordance with the California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002, also known as Proposition 40.
2. The completion date set forth in the PREVIOUS CONTRACT was 6/30/2011. The GRANTEE did not complete the grant project(s) or spend its entire allocation prior to the contract liquidation date and, therefore, is not discharged from its obligations under the PREVIOUS CONTRACT.
3. Pursuant to the PREVIOUS CONTRACT, STATE disbursed grant funds to GRANTEE in the total amount of \$ 220,000, leaving a balance in the amount of \$ 22,825 for use by GRANTEE.
4. On or about June 30, 2011, Chapter 33 of the Statutes of 2011 (hereinafter "Budget Bill of 2011/12") was enacted. Item 3790-401 stated that all grant funds previously appropriated from Proposition 40 that have not been expended by grant recipients prior to June 30, 2011 shall revert to the funds from which the appropriations were made. This provisions effectively terminated STATE's authority to pay out further grant funds under the PREVIOUS CONTRACT.

Pursuant to section 3790-103-6029 of the Budget Bill of 2011/12, the Legislature appropriated an amount equivalent to the balance remaining on June 30, 2011 in the 2002 California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Bond Fund. The Legislature made these funds available for grants previously appropriated from Proposition 40 funds which are deemed to have the highest priority statewide consistent with Section 5096.633 of the Public Resources Code. These funds are available for encumbrance on or before June 30, 2013. Per Government Code section 16304, the liquidation period of these funds is extended to on or before June 30, 2015.

5. Pursuant to the Budget Bill of 2011/12, item number 3790-103-6029 and 3790-401, STATE and GRANTEE agree to enter into this Agreement (hereinafter referred to as "CONTRACT") which establishes terms and conditions that allow the expenditure of the newly appropriated grant funds established by Senate Bill 87 to complete the project(s) set forth in the CONTRACT. STATE and GRANTEE agree to cancel the PREVIOUS CONTRACT and agree to be bound by the terms and conditions of this CONTRACT.

TERMS AND CONDITIONS

The STATE, pursuant to the Per Capita in the California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002, and through authority granted by section 3790-103-6029 of the Budget Bill of 2011/12, hereby grants to GRANTEE a sum (hereinafter referred to as "GRANT MONIES") not to exceed \$ 22,825 subject to the terms and conditions of this CONTRACT, the GUIDES, any legislation applicable to the ACT, and the APPLICATION.

In consideration thereof GRANTEE agrees to abide by the terms and conditions of this CONTRACT as well as the provisions of the ACT. GRANTEE acknowledges that the GRANT MONIES are not a gift or a donation.

In addition to the terms and conditions of this CONTRACT, the parties agree that the terms and conditions contained in the documents set forth below are hereby incorporated into and made part of this CONTRACT.

- a. The PROCEDURAL GUIDE;
- b. The submitted APPLICATION(S).

I. GENERAL PROVISIONS

A. Definitions

As used in this CONTRACT, the following words shall have the following meanings:

1. The term "ACQUISITION" means to obtain fee title of real property or a permanent easement which provides the recipient permanent rights to use the property for the purposes of the project. Leases or rentals do not constitute ACQUISITION.
2. The term "ACT" means the statutory basis for these grant programs.
3. The term "APPLICATION" means the individual project application packet(s) for a grant(s) pursuant to the enabling legislation and/or grant program process guide requirements.
4. The term "COMPETITIVE GRANT PROGRAM" means the Urban Park Act of 2001, the Murray Hayden Urban Youth Services Program, the State Urban Parks and Healthy Communities Act, the Roberti-Z'berg-Harris Nonurban Needs Basis, Roberti-Z'berg-Harris Urban Needs Basis or California Youth Soccer and Recreation Development program.
5. The term "CONTRACT PERFORMANCE PERIOD" means the period of time described in Section 1 of this CONTRACT. The "CONTRACT PERFORMANCE PERIOD" means the period of time during which the GRANTEE must use the property acquired or developed with the grant for purposes consistent with the grant.

6. The term "DEVELOPMENT" means capital improvements to real property by means of construction of permanent or fixed features of the property.
7. The term "GRANT PERFORMANCE PERIOD" means the period of time described in the Section I of this contract during which eligible costs can be charged to the grant and which begins on the date of appropriation and ends on the fund liquidation date.
8. The term "GRANT SCOPE" means the items listed in the GRANT SCOPE/Cost Estimate Form(s) found in the APPLICATION(s).
9. The term "PROCEDURAL GUIDE" means the document identified as the "Procedural Guide for the 2002 Resources Bond Act [subprogram name]. The GUIDE provides the procedures and policies controlling the administration of the grant.
10. The term "PROJECT TERMINATION" refers to the non-completion of a GRANT SCOPE.
11. The term "REASONABLE HOURS OF OPERATION" means that the facility is available to the public during days and times consistent with the type of property, the amount of the STATE GRANT MONIES invested in the project, the time of year, and the operating hours of similar facilities in nearby communities.
12. The term "STATE" refers to the State of California acting by and through the California Department of Parks and Recreation.

B. Project Execution

1. Subject to the availability of GRANT MONIES in the ACT, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes set forth in the GRANT SCOPE(S), and under the terms and conditions set forth in this CONTRACT.

The GRANTEE shall assume the obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

2. All changes and alterations to the GRANT SCOPE must be approved in writing by the STATE. GRANTEE'S failure to comply with this provision may be construed as a breach of the terms of the CONTRACT and result in the enforcement of the Project Termination provision section E. found in this CONTRACT.

If the contract was funded under a COMPETITIVE GRANT PROGRAM, the GRANTEE agrees that any other project changes or alterations which deviate from the project selection criteria responses provided by the GRANTEE in the original competitive APPLICATION must be submitted in writing to the STATE for prior approval. This requirement is necessary to maintain the integrity of the competitive grant process.

3. The GRANTEE shall complete the GRANT SCOPE in accordance with the time of the GRANT PERFORMANCE PERIOD set forth on page one of this CONTRACT, and under the terms and conditions of this CONTRACT.
4. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et. seq., Title 14, California Code of Regulations, Section 15000 et. seq.).
5. The GRANTEE shall at all times comply with all applicable current laws and regulations affecting ACQUISITION and DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et.seq.) and the California Unruh Act (California Civil Code §51 et seq.)
6. If the GRANT SCOPE includes ACQUISITION of real property, the GRANTEE agrees to comply at all times with all applicable State and local laws or ordinances affecting relocation and real property ACQUISITION.
7. GRANTEE agrees that lands acquired with GRANT MONIES shall not be acquired through the use of eminent domain.

C. Project Costs

1. GRANTEE agrees to abide by the GUIDES.
2. GRANTEE acknowledges that the STATE may make reasonable changes to its procedures as set forth in the GUIDES. If the STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

D. Project Administration

1. If GRANT MONIES are advanced for ACQUISITION projects, the GRANT MONIES shall be placed in an escrow account by GRANTEE. If GRANT MONIES are advanced and not expended, GRANTEE shall return the unused portion of the advanced funds to the STATE within 60 days after the close of escrow.
2. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds shall be placed in an interest bearing account by GRANTEE until expended. Advanced funds must be spent within six months from the date of receipt, unless the STATE provides GRANTEE with a written waiver of this requirement. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If GRANT MONIES are advanced and not expended, the unused portion of the grant and any interest earned shall be returned to the STATE within 60 days after project completion or the end of the GRANT PERFORMANCE PERIOD whichever is earlier.
3. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the

STATE a report showing total final project expenditures within 60 days of project completion or the end of the GRANT PERFORMANCE PERIOD, whichever is earlier. The GRANT PERFORMANCE PERIOD is identified on page one of this CONTRACT.

4. The STATE shall have the right to inspect all property or facilities acquired and/or developed pursuant to this CONTRACT and the GRANTEE shall make such property or facilities available for inspection upon 24 hours notice from the STATE.
5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete.
6. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.

E. Deed Restriction

1. In order to ensure that property improved or acquired with GRANT MONIES are used for purposes consistent with the grant, if the property acquired or developed with GRANT MONIES is owned by the GRANTEE, the GRANTEE must record a deed restriction on the title to property prior to receiving payments for any purpose other than acquisition. The Deed Restriction shall include the following elements:
 - a. DURATION. (a) This Deed Restriction shall remain in full force and effect and shall bind Owner(s) and all his/her/their assigns or successors-in-interest during the CONTRACT PERFORMANCE PERIOD.
 - b. TAXES AND ASSESSMENTS. The Deed Restriction shall be irrevocable and shall constitute an enforceable restriction within the meaning of a) Article XIII, section 8, of the California Constitution; and b) section 402.1 of the California Revenue and Taxation Code or successor statute. Furthermore, the Deed Restriction shall be deemed to constitute a servitude upon and burden to the Property within the meaning of section 3712(d) of the California Revenue and Taxation Code, or successor statute, which survives a sale of tax-deeded property.
 - c. RIGHT OF ENTRY. STATE or its agent or employees may enter onto the Property at times reasonably acceptable to Owner(s) to ascertain whether the use restrictions set forth above are being observed.
 - d. REMEDIES. Any act, conveyance, contract, or authorization by Owner(s) whether written or oral which uses or would cause to be used or would permit use of the Property contrary to the terms of the Deed Restriction will be deemed a violation and a breach hereof. STATE may pursue any and all available legal and/or equitable remedies to enforce the terms and conditions of the Deed Restriction. In the event of a breach, any forbearance on the part of STATE to enforce the terms and provisions hereof shall not be deemed a waiver of enforcement rights regarding any subsequent breach.

F. Project Termination

1. In the event of non-completion of a GRANT SCOPE, the GRANTEE shall return all GRANT MONIES to the STATE.

2. This CONTRACT may be rescinded, modified or amended only by mutual written CONTRACT between the GRANTEE and the STATE, unless the provisions of this CONTRACT provide that mutual CONTRACT is not required for a rescission, modification or CONTRACT.
3. Failure by the GRANTEE to comply with the terms of this CONTRACT, as well as any other grant contracts or other CONTRACTs that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE under this CONTRACT unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. The GRANTEE agrees that in the event of a breach of this CONTRACT, the STATE may seek, in addition to all remedies provided by law, specific performance of the CONTRACT in accordance with the purpose of the CONTRACT to preserve, protect and increase the quantity and quality of parks, public recreation facilities, opportunities and/or historic resources available to the people of the State of California.

G. Budget Contingency Clause

For purposes of this program, if funding for any fiscal year is reduced or deleted by the budget act, executive order, the legislature, or by any other provision of statute, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a CONTRACT to GRANTEE to reflect a reduced grant amount. This paragraph shall not require the mutual CONTRACT as addressed in Paragraph E, subsection 2, of this CONTRACT.

H. Indemnity

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except valid legal claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.
2. To the fullest extent of the law, the GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.
3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et. seq., the GRANTEE

shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the STATE shall bear its own litigation costs, expenses, and attorney's fees.

4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction.
5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

I. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents and records for the project and make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project termination or final payment, whichever is later.
2. The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of GRANT MONIES, (b) the total cost of the project; (c) the amount and nature of project funds provided by other sources, and (d) any other records that will facilitate an effective audit of use of the GRANT MONIES.
3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this CONTRACT or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this CONTRACT. Such accounts, documents, and records shall be retained by the GRANTEE for 5 years following final payment of GRANT MONIES.
4. The GRANTEE shall use a generally accepted accounting system.

J. Use of Facilities

1. The GRANTEE agrees to operate and maintain any property acquired or developed with the GRANT MONIES for the duration of the CONTRACT PERFORMANCE PERIOD.
2. The GRANTEE agrees that during the CONTRACT PERFORMANCE PERIOD, any income earned by the GRANTEE from a STATE approved non-recreational use of

the project shall be used for recreational purposes at the project, or, if approved by the STATE, for recreational purposes within the GRANTEE'S jurisdiction.

3. If the APPLICATION does not specify the days and hours of operation, the facility will have REASONABLE OPERATING HOURS. The GRANTEE shall request the STATE'S approval before making any changes to the hours of operation.
4. If the APPLICATION specifies the hours of operation, the facility shall have operating hours consistent with the times proposed in the APPLICATION and be open to members of the public in accordance with the project selection criteria in the APPLICATION, unless otherwise granted permission by the STATE and except as noted under the special provisions of this CONTRACT or under provisions of the enabling legislation and/or grant program.
5. The GRANTEE agrees that for the duration of the CONTRACT PERFORMANCE PERIOD, any property acquired or developed with GRANT MONIES under this CONTRACT shall be used only for the purposes of the grant and consistent with the GRANT SCOPE referenced in the APPLICATION unless prior written approval is given by the STATE.
6. The GRANTEE agrees to use any property acquired or developed with GRANT MONIES under this CONTRACT only for the purposes of the grant and no other use, sale, or other disposition shall be permitted except as authorized by a specific act of the legislature in which event the property shall be replaced by the GRANTEE with property of equivalent value and usefulness as determined by STATE.
7. The property acquired or developed with GRANT MONIES may be transferred to another eligible entity only if the successor entity assumes the obligations imposed under this CONTRACT and with written approval of the STATE.
8. Any real property acquired or developed with GRANT MONIES (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the purposes for which the GRANT MONIES were awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under this CONTRACT.
8. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants required and approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse the STATE an amount at least equal to the amount of GRANT MONIES received from the STATE or the pro rated full market value of the real property, including improvements, at the time of sale, whichever is higher.
9. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

K. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, creed, color, national origin, age, religion, ancestry, sexual orientation, disability, medical condition, or marital status in the use of property or a specific facility included in the GRANT SCOPE(S).
2. The GRANTEE shall not discriminate against any person on the basis of residence, and shall not apply differences in admission or other fees on the basis of residence. Fees shall be reasonable and not unduly prevent use by economically disadvantaged members of the public.

L. Severability

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this contract are severable.

M. Liability

STATE assumes no responsibility for assuring the safety of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.

N. Assignability

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

O. Section Headings

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

P. Waiver

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

City of Trinidad
Grantee

By: _____
Signature of Authorized Representative (Position Authorized in the Resolution)

Title: Mayor

Date: _____



October 18, 2011

Kathy Bhardwahj, Mayor
Trinidad City of
P.O. Box 390
Trinidad, CA 95570

Dear Kathy Bhardwahj:

This letter regards the extension of your Proposition 40 Roberti-Z'berg-Harris - Nonurban Needs Basis contract C0214078.

Please note the following attachments and instructions; your agency must return all of these documents before OGALS can process any additional payments.

1. Your new contract:
 - a. The contract amount is \$ 56,830.
 - b. The new contract number is C0231180.
 - c. The terms of the contract have changed significantly; review the contract carefully. Please note that it must be signed in two places (at the beginning and at the end) by your Authorized Representative.
2. Deed restriction and deed restriction instructions – in order to ensure that the property improved with grant funds continues to be used for the purpose for which funds were provided, OGALS now requires that a deed restriction be recorded on the title to any property where the grantee owns the property. If you own the property purchased or improved with grant funds, included is a deed restriction for the project(s) under this contract. Please see the deed restriction and instructions for guidance on complying with this requirement.

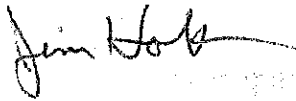
Important Next Steps and Deadlines

Next Steps	OGALS Deadline	Legal Deadline
Return signed contracts and deed restrictions	December 1, 2011.	
Allocate all remaining funds to projects	December 31, 2011	April 1, 2012
Contract signed by your Authorized Representative and returned to OGALS		May 1, 2013

Complete all project scope work	December 31, 2014	
Submit all final paperwork	March 31, 2015	
Contracts liquidate		June 30, 2015
Contract performance period ends		June 30, 2031

Please contact me if I can answer any questions or provide further information. I can be reached by phone at (916) 651-8577 or by email at jholt@parks.ca.gov

Sincerely,



Jim Holt

Enclosures:

Contract #C0231180

Deed Restriction Instructions

Deed Restriction(s)

State of California – Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

GRANT CONTRACT

2002 Resources Bond Act

Roberti-Z'berg-Harris - Nonurban Needs Basis

GRANTEE City of Trinidad

THE PROJECT PERFORMANCE PERIOD IS FROM July 01, 2011 through June 30, 2015

CONTRACT PERFORMANCE PERIOD IS FROM July 01, 2011 through June 30, 2031

The Grantee agrees to the terms and conditions of this Contract, and the State of California, acting through its Director of Parks and Recreation pursuant to the Roberti-Z'berg-Harris - Nonurban Needs Basis in the California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002, agrees to fund the total Project Grant Amount indicated.

**THESE FUNDS ARE FOR THE ACQUISITION AND DEVELOPMENT OF
NEIGHBORHOOD, COMMUNITY, AND REGIONAL PARKS AND RECREATION
LANDS AND FACILITIES.**

City of Trinidad
Grantee

The General and Special Provisions attached are made a part of and incorporated into the Contract.

By: _____
(Signature of Authorized Representative)

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

Title: Mayor

By: _____

Date: _____

Date: _____

CERTIFICATION OF FUNDING

CONTRACT NO C0231180	AMENDMENT NO	CALSTRS VENDOR NO 400000002100	PROJECT NO		
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 56,830		FUND Clean Water, Cln Air, Cstl Protc Fd, CA			
PRIOR AMOUNT ENCUMBERED BY THIS CONTRACT 0	ITEM 3790-103-6029(1)	CHAPTER 33/11	STATUTE 11	FISCAL YEAR 2011/12	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 56,830	INDEX 1091	OBJ. EXPEND 702	PCA	PROJECT/WORK PHASE	
T.B.A. NO	I hereby certify upon my own personal knowledge that budgeted funds are available for this encumbrance.				
B.R. NO	SIGNATURE OF ACCOUNTING OFFICER			DATE	

GRANT CONTRACT

This AGREEMENT is hereby made and agreed upon by the State of California, acting through the California Department of Parks and Recreation (hereinafter referred to as "STATE") and City of Trinidad (hereinafter referred to as "GRANTEE") pursuant to the Roberti-Z'berg-Harris - Nonurban Needs Basis in the California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002.

RECITALS

1. On or about 3/28/2006 the STATE and GRANTEE entered into Grant Contract #C0214078 (hereinafter referred to as "PREVIOUS CONTRACT") for an amount not to exceed \$ 70,000. This grant was funded in accordance with the California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002, also known as Proposition 40.
2. The completion date set forth in the PREVIOUS CONTRACT was 6/30/2012. The GRANTEE did not complete the grant project(s) or spend its entire allocation prior to the contract liquidation date and, therefore, is not discharged from its obligations under the PREVIOUS CONTRACT.
3. Pursuant to the PREVIOUS CONTRACT, STATE disbursed grant funds to GRANTEE in the total amount of \$ 70,000, leaving a balance in the amount of \$ 56,830 for use by GRANTEE.
4. On or about June 30, 2011, Chapter 33 of the Statutes of 2011 (hereinafter "Budget Bill of 2011/12") was enacted. Item 3790-401 stated that all grant funds previously appropriated from Proposition 40 that have not been expended by grant recipients prior to June 30, 2011 shall revert to the funds from which the appropriations were made. This provisions effectively terminated STATE's authority to pay out further grant funds under the PREVIOUS CONTRACT.

Pursuant to section 3790-103-6029 of the Budget Bill of 2011/12, the Legislature appropriated an amount equivalent to the balance remaining on June 30, 2011 in the 2002 California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Bond Fund. The Legislature made these funds available for grants previously appropriated from Proposition 40 funds which are deemed to have the highest priority statewide consistent with Section 5096.633 of the Public Resources Code. These funds are available for encumbrance on or before June 30, 2013. Per Government Code section 16304, the liquidation period of these funds is extended to on or before June 30, 2015.

5. Pursuant to the Budget Bill of 2011/12, item number 3790-103-6029 and 3790-401, STATE and GRANTEE agree to enter into this Agreement (hereinafter referred to as "CONTRACT"). which establishes terms and conditions that allow the expenditure of the newly appropriated grant funds established by Senate Bill 87 to complete the project(s) set forth in the CONTRACT. STATE and GRANTEE agree to cancel the PREVIOUS CONTRACT and agree to be bound by the terms and conditions of this CONTRACT.

TERMS AND CONDITIONS

The STATE, pursuant to the Roberti-Z'berg-Harris - Nonurban Needs Basis in the California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002, and through authority granted by section 3790-103-6029 of the Budget Bill of 2011/12, hereby grants to GRANTEE a sum (hereinafter referred to as "GRANT MONIES") not to exceed \$ 56,830 subject to the terms and conditions of this CONTRACT, the GUIDES, any legislation applicable to the ACT, and the APPLICATION.

In consideration thereof GRANTEE agrees to abide by the terms and conditions of this CONTRACT as well as the provisions of the ACT. GRANTEE acknowledges that the GRANT MONIES are not a gift or a donation.

In addition to the terms and conditions of this CONTRACT, the parties agree that the terms and conditions contained in the documents set forth below are hereby incorporated into and made part of this CONTRACT.

- a. The PROCEDURAL GUIDE;
- b. The submitted APPLICATION(S).

I. GENERAL PROVISIONS

A. Definitions

As used in this CONTRACT, the following words shall have the following meanings:

1. The term "ACQUISITION" means to obtain fee title of real property or a permanent easement which provides the recipient permanent rights to use the property for the purposes of the project. Leases or rentals do not constitute ACQUISITION.
2. The term "ACT" means the statutory basis for these grant programs.
3. The term "APPLICATION" means the individual project application packet(s) for a grant(s) pursuant to the enabling legislation and/or grant program process guide requirements.
4. The term "COMPETITIVE GRANT PROGRAM" means the Urban Park Act of 2001, the Murray Hayden Urban Youth Services Program, the State Urban Parks and Healthy Communities Act, the Roberti-Z'berg-Harris Nonurban Needs Basis, Roberti-Z'berg-Harris Urban Needs Basis or California Youth Soccer and Recreation Development program.
5. The term "CONTRACT PERFORMANCE PERIOD" means the period of time described in Section 1 of this CONTRACT. The "CONTRACT PERFORMANCE PERIOD" means the period of time during which the GRANTEE must use the property acquired or developed with the grant for purposes consistent with the grant.

6. The term "DEVELOPMENT" means capital improvements to real property by means of construction of permanent or fixed features of the property.
7. The term "GRANT PERFORMANCE PERIOD" means the period of time described in the Section I of this contract during which eligible costs can be charged to the grant and which begins on the date of appropriation and ends on the fund liquidation date.
8. The term "GRANT SCOPE" means the items listed in the GRANT SCOPE/Cost Estimate Form(s) found in the APPLICATION(s).
9. The term "PROCEDURAL GUIDE" means the document identified as the "Procedural Guide for the 2002 Resources Bond Act [subprogram name]. The GUIDE provides the procedures and policies controlling the administration of the grant.
10. The term "PROJECT TERMINATION" refers to the non-completion of a GRANT SCOPE.
11. The term "REASONABLE HOURS OF OPERATION" means that the facility is available to the public during days and times consistent with the type of property, the amount of the STATE GRANT MONIES invested in the project, the time of year, and the operating hours of similar facilities in nearby communities.
12. The term "STATE" refers to the State of California acting by and through the California Department of Parks and Recreation.

B. Project Execution

1. Subject to the availability of GRANT MONIES in the ACT, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes set forth in the GRANT SCOPE(S), and under the terms and conditions set forth in this CONTRACT.

The GRANTEE shall assume the obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

2. All changes and alterations to the GRANT SCOPE must be approved in writing by the STATE. GRANTEE'S failure to comply with this provision may be construed as a breach of the terms of the CONTRACT and result in the enforcement of the Project Termination provision section E. found in this CONTRACT.

If the contract was funded under a COMPETITIVE GRANT PROGRAM, the GRANTEE agrees that any other project changes or alterations which deviate from the project selection criteria responses provided by the GRANTEE in the original competitive APPLICATION must be submitted in writing to the STATE for prior approval. This requirement is necessary to maintain the integrity of the competitive grant process.

3. The GRANTEE shall complete the GRANT SCOPE in accordance with the time of the GRANT PERFORMANCE PERIOD set forth on page one of this CONTRACT, and under the terms and conditions of this CONTRACT.
4. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et. seq., Title 14, California Code of Regulations, Section 15000 et. seq.).
5. The GRANTEE shall at all times comply with all applicable current laws and regulations affecting ACQUISITION and DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et.seq.) and the California Unruh Act (California Civil Code §51 et seq.)
6. If the GRANT SCOPE includes ACQUISITION of real property, the GRANTEE agrees to comply at all times with all applicable State and local laws or ordinances affecting relocation and real property ACQUISITION.
7. GRANTEE agrees that lands acquired with GRANT MONIES shall not be acquired through the use of eminent domain.

C. Project Costs

1. GRANTEE agrees to abide by the GUIDES.
2. GRANTEE acknowledges that the STATE may make reasonable changes to its procedures as set forth in the GUIDES. If the STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

D. Project Administration

1. If GRANT MONIES are advanced for ACQUISITION projects, the GRANT MONIES shall be placed in an escrow account by GRANTEE. If GRANT MONIES are advanced and not expended, GRANTEE shall return the unused portion of the advanced funds to the STATE within 60 days after the close of escrow.
2. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds shall be placed in an interest bearing account by GRANTEE until expended. Advanced funds must be spent within six months from the date of receipt, unless the STATE provides GRANTEE with a written waiver of this requirement. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If GRANT MONIES are advanced and not expended, the unused portion of the grant and any interest earned shall be returned to the STATE within 60 days after project completion or the end of the GRANT PERFORMANCE PERIOD whichever is earlier.
3. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the

STATE a report showing total final project expenditures within 60 days of project completion or the end of the GRANT PERFORMANCE PERIOD, whichever is earlier. The GRANT PERFORMANCE PERIOD is identified on page one of this CONTRACT.

4. The STATE shall have the right to inspect all property or facilities acquired and/or developed pursuant to this CONTRACT and the GRANTEE shall make such property or facilities available for inspection upon 24 hours notice from the STATE.
5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete.
6. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.

E. Deed Restriction

1. In order to ensure that property improved or acquired with GRANT MONIES are used for purposes consistent with the grant, if the property acquired or developed with GRANT MONIES is owned by the GRANTEE, the GRANTEE must record a deed restriction on the title to property prior to receiving payments for any purpose other than acquisition. The Deed Restriction shall include the following elements:
 - a. DURATION. (a) This Deed Restriction shall remain in full force and effect and shall bind Owner(s) and all his/her/their assigns or successors-in-interest during the CONTRACT PERFORMANCE PERIOD.
 - b. TAXES AND ASSESMENTS. The Deed Restriction shall be irrevocable and shall constitute an enforceable restriction within the meaning of a) Article XIII, section 8, of the California Constitution; and b) section 402.1 of the California Revenue and Taxation Code or successor statute. Furthermore, the Deed Restriction shall be deemed to constitute a servitude upon and burden to the Property within the meaning of section 3712(d) of the California Revenue and Taxation Code, or successor statute, which survives a sale of tax-deeded property.
 - c. RIGHT OF ENTRY. STATE or its agent or employees may enter onto the Property at times reasonably acceptable to Owner(s) to ascertain whether the use restrictions set forth above are being observed.
 - d. REMEDIES. Any act, conveyance, contract, or authorization by Owner(s) whether written or oral which uses or would cause to be used or would permit use of the Property contrary to the terms of the Deed Restriction will be deemed a violation and a breach hereof. STATE may pursue any and all available legal and/or equitable remedies to enforce the terms and conditions of the Deed Restriction. In the event of a breach, any forbearance on the part of STATE to enforce the terms and provisions hereof shall not be deemed a waiver of enforcement rights regarding any subsequent breach.

F. Project Termination

1. In the event of non-completion of a GRANT SCOPE, the GRANTEE shall return all GRANT MONIES to the STATE.

2. This CONTRACT may be rescinded, modified or amended only by mutual written CONTRACT between the GRANTEE and the STATE, unless the provisions of this CONTRACT provide that mutual CONTRACT is not required for a rescission, modification or CONTRACT.
3. Failure by the GRANTEE to comply with the terms of this CONTRACT, as well as any other grant contracts or other CONTRACTs that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE under this CONTRACT unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. The GRANTEE agrees that in the event of a breach of this CONTRACT, the STATE may seek, in addition to all remedies provided by law, specific performance of the CONTRACT in accordance with the purpose of the CONTRACT to preserve, protect and increase the quantity and quality of parks, public recreation facilities, opportunities and/or historic resources available to the people of the State of California.

G. Budget Contingency Clause

For purposes of this program, if funding for any fiscal year is reduced or deleted by the budget act, executive order, the legislature, or by any other provision of statute, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a CONTRACT to GRANTEE to reflect a reduced grant amount. This paragraph shall not require the mutual CONTRACT as addressed in Paragraph E, subsection 2, of this CONTRACT.

H. Indemnity

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except valid legal claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.
2. To the fullest extent of the law, the GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.
3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et. seq., the GRANTEE

shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the STATE shall bear its own litigation costs, expenses, and attorney's fees.

4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction.
5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

I. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents and records for the project and make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project termination or final payment, whichever is later.
2. The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of GRANT MONIES, (b) the total cost of the project; (c) the amount and nature of project funds provided by other sources, and (d) any other records that will facilitate an effective audit of use of the GRANT MONIES.
3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this CONTRACT or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this CONTRACT. Such accounts, documents, and records shall be retained by the GRANTEE for 5 years following final payment of GRANT MONIES.
4. The GRANTEE shall use a generally accepted accounting system.

J. Use of Facilities

1. The GRANTEE agrees to operate and maintain any property acquired or developed with the GRANT MONIES for the duration of the CONTRACT PERFORMANCE PERIOD.
2. The GRANTEE agrees that during the CONTRACT PERFORMANCE PERIOD, any income earned by the GRANTEE from a STATE approved non-recreational use of

the project shall be used for recreational purposes at the project, or, if approved by the STATE, for recreational purposes within the GRANTEE'S jurisdiction.

3. If the APPLICATION does not specify the days and hours of operation, the facility will have REASONABLE OPERATING HOURS. The GRANTEE shall request the STATE'S approval before making any changes to the hours of operation.
4. If the APPLICATION specifies the hours of operation, the facility shall have operating hours consistent with the times proposed in the APPLICATION and be open to members of the public in accordance with the project selection criteria in the APPLICATION, unless otherwise granted permission by the STATE and except as noted under the special provisions of this CONTRACT or under provisions of the enabling legislation and/or grant program.
5. The GRANTEE agrees that for the duration of the CONTRACT PERFORMANCE PERIOD, any property acquired or developed with GRANT MONIES under this CONTRACT shall be used only for the purposes of the grant and consistent with the GRANT SCOPE referenced in the APPLICATION unless prior written approval is given by the STATE.
6. The GRANTEE agrees to use any property acquired or developed with GRANT MONIES under this CONTRACT only for the purposes of the grant and no other use, sale, or other disposition shall be permitted except as authorized by a specific act of the legislature in which event the property shall be replaced by the GRANTEE with property of equivalent value and usefulness as determined by STATE.
7. The property acquired or developed with GRANT MONIES may be transferred to another eligible entity only if the successor entity assumes the obligations imposed under this CONTRACT and with written approval of the STATE.
8. Any real property acquired or developed with GRANT MONIES (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the purposes for which the GRANT MONIES were awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under this CONTRACT.
8. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants required and approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse the STATE an amount at least equal to the amount of GRANT MONIES received from the STATE or the pro rated full market value of the real property, including improvements, at the time of sale, whichever is higher.
9. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

K. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, creed, color, national origin, age, religion, ancestry, sexual orientation, disability, medical condition, or marital status in the use of property or a specific facility included in the GRANT SCOPE(S).
2. The GRANTEE shall not discriminate against any person on the basis of residence, and shall not apply differences in admission or other fees on the basis of residence. Fees shall be reasonable and not unduly prevent use by economically disadvantaged members of the public.

L. Severability

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this contract are severable.

M. Liability

STATE assumes no responsibility for assuring the safety of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.

N. Assignability

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

O. Section Headings

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

P. Waiver

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

City of Trinidad
Grantee

By: _____
Signature of Authorized Representative (Position Authorized in the Resolution)

Title: Mayor

Date: _____

PAYMENT REQUEST
State Grant Programs

See instructions on reverse.

1. PROJECT NUMBER 02-12-028		2. CONTRACT NUMBER C 0 2 0 7 0 8 9	
3. APPLICANT City of Trinidad			
4. PROJECT TITLE Saunders Park			
5. TYPE OF PAYMENT <input type="checkbox"/> Advance <input type="checkbox"/> Reimbursement <input checked="" type="checkbox"/> Final			
6. PAYMENT INFORMATION (Round all figures to the nearest dollar)			
a. Grant Project Amount		\$	\$76,737
b. Funds Received To Date		\$	\$53,912
c. Available (a. minus b.)		\$	\$22,825
d. Amount Of This Request		\$	\$22,825
e. Remaining Funds After This Payment (c. minus d.)		\$	
7. SEND WARRANT TO:			
AGENCY NAME City of Trinidad			
STREET ADDRESS P. O. Box 390			
CITY/STATE/ZIP CODE Trinidad, CA 95570			
ATTENTION Karen Suiker, City Manager			
8. I represent and warrant that I have full authority to execute this payment request on behalf of the Grantee. I declare under penalty of perjury, under the laws of the State of California, that this report, and any accompanying documents, for the above-mentioned Grant is true and correct to the best of my knowledge			
SIGNATURE OF PERSON AUTHORIZED IN RESOLUTION Kathy Bhardwaj		TITLE Kathy Bhardwaj, Mayor	DATE 4-21-11
FOR CALIFORNIA DEPARTMENT OF PARKS AND RECREATION USE ONLY			
PAYMENT APPROVAL SIGNATURE			DATE

State of California - The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

PAYMENT REQUEST
State Grant Programs

See instructions on reverse.

1. PROJECT NUMBER RN-12-007		2. CONTRACT NUMBER C 0 2 1 4 0 7 8	
3. APPLICANT City of Trinidad			
4. PROJECT TITLE Saunders Park			
5. TYPE OF PAYMENT <input type="checkbox"/> Advance <input type="checkbox"/> Reimbursement <input checked="" type="checkbox"/> Final			
6. PAYMENT INFORMATION (Round all figures to the nearest dollar)			
a. Grant Project Amount		\$	\$70,000
b. Funds Received To Date		\$	\$13,170
c. Available (a. minus b.)		\$	\$56,830
d. Amount Of This Request		\$	\$56,830
e. Remaining Funds After This Payment (c. minus d.)		\$	
7. SEND WARRANT TO:			
AGENCY NAME City of Trinidad			
STREET ADDRESS P. O. Box 390			
CITY/STATE/ZIP CODE Trinidad, CA 95570			
ATTENTION Karen Sulker, City Manager			
8. I represent and warrant that I have full authority to execute this payment request on behalf of the Grantee. I declare under penalty of perjury, under the laws of the State of California, that this report, and any accompanying documents, for the above-mentioned Grant is true and correct to the best of my knowledge.			
SIGNATURE OF PERSON AUTHORIZED IN RESOLUTION Kathy Bhardwaj		TITLE Mayor	DATE 6-17-11
FOR CALIFORNIA DEPARTMENT OF PARKS AND RECREATION USE ONLY			
PAYMENT APPROVAL SIGNATURE		DATE	



CONSENT AGENDA ITEM #7

SUPPORTING DOCUMENTATION FOLLOWS WITH: 11 PAGES

7. Use Permit/CDP 2011-05; Certification of Planning Commission Decision as required by PD Zoning Ordinance.

CONSENT AGENDA ITEM

Date: November 9, 2011

Item: Use Permit and Coastal Development Permit to construct a 3,200 sq. ft., 25 ft. tall pole barn / gear shed for a commercial fishing business on a 1.7 acre lot that is currently developed with 2 single-family residences. The Planning Commission has already approved the Design Review for the project, and recommended approval of the Use Permit.

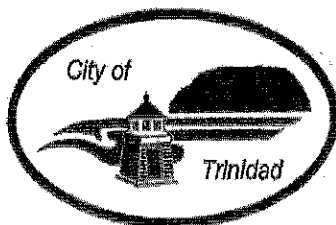
Background: All uses in the Planned Development (PD) Zone require a Use Permit, including any change in use (§17.36.020). Please note that §17.36.080 requires all uses in the PD Zone to be approved by the City Council. The Planning Commission made a recommendation to the Council for approval of this Use Permit. Design Review approval was also required for this project, because a new structure is proposed. However, Design Review does not have to come before the Council. At the same time that the Planning Commission recommended approval of the Use Permit (October 19, 2011), they also gave final approval of Design Review for the new pole barn.

The application materials show the project location, the site plan and the building elevation. The purpose of the new pole barn is for use mainly as gear storage and support for a commercial crabbing business. This use is already occurring on the property, which is zoned for mixed uses, but in various sheds and locations on the lot. The proposed structure will consolidate this use into one main location on property. Note that the plans show the structure to be 28 ft. tall and 2,992 sq. ft. in size. However, the maximum allowed height in the PD zone is 25 ft. Therefore, to avoid the need for a Variance, the applicant agreed to lower the height to 25 ft. if the square footage could be increased to 3,200 sq. ft. to compensate for the lost storage space. This change is reflected in the conditions of approval.

Staff Recommendation:

Based on the analysis in the staff report, approval of Design Review, recommendation by the Planning Commission, and as conditioned below, the proposed Use Permit can be found to be consistent with the City's General Plan and Zoning Ordinance, and staff recommends approval. By approving this Use Permit, you are adopting the information and required findings in the staff report.

Attachments: Rotwein 2011-05 Staff Report
Application materials (project description, site plan, elevation)



Filed: September 23, 2011
Staff: Trever Parker
Staff Report: October 7, 2011
Commission Hearing Date: October 19, 2011
Commission Recommendation: Conditional Approval
Council Hearing Date: November 9, 2011
City Council Action:

STAFF REPORT: CITY OF TRINIDAD

APPLICATION NO: 2011-05
APPLICANT (S): Susan Golledge-Rotwein
PROPERTY OWNER: Zach & Susan Rotwein
PROJECT LOCATION: 54 North Westhaven Dr.
PROJECT DESCRIPTION: Use Permit and Coastal Development Permit to construct a 3,200 sq. ft., 25 ft. tall pole barn / gear shed for a commercial fishing business on a 1.7 acre lot that is currently developed with 2 single-family residences.
ASSESSOR'S PARCEL NUMBER: 515-331-11
ZONING: PD – Planned Development
GENERAL PLAN DESIGNATION: PD – Planned Development
ENVIRONMENTAL REVIEW: Categorically Exempt from CEQA per § 15303 of the CEQA Guidelines exempting new construction of small structures.

APPEAL STATUS:

Planning Commission action on a coastal development permit, a variance or a conditional use permit, and Design Assistance Committee approval of a design review application will become final 10 working days after the date that the Coastal Commission receives a "Notice of Action Taken" from the City unless an appeal to the City Council is filed in the office of the City Clerk at that time. Furthermore, this project is ___ / is not X appealable to the Coastal Commission per the City's certified LCP, but may be appealable per Section 30603 of the Coastal Act.

SITE CHARACTERISTICS:

The property is located on the northern end of North Westhaven Drive, the third parcel east of the intersection of U.S. Highway 101 and North Westhaven Drive. Access to the property is from North Westhaven Drive through a fence and up a northbound driveway. The parcels to the east and west are also zoned PD-Planned Development with existing residences. Directly behind, and uphill from, the property are SR-Suburban Residential parcels. The parcel across the street is zoned VS-Visitor Services and contains an RV park. At present, the 1.67 acre lot accommodates a 728 ft² house on the southeastern quadrangle of the property and two-story 1650 ft² house on an approximately 800 ft² footprint northeast of the other residence. Six off-street parking spaces are provided on the site – three allocated for each residence. The southwest portion of the property provides a staging area for a commercial crabbing operation. The northern and majority portion of the property has a 6% slope; where the building is proposed is approximately 2% slope. There is an existing septic system on the property located on the northwestern portion of the property that serves both residences.

STAFF COMMENTS:

All uses in the Planned Development (PD) Zone require a Use Permit, including any change in use or new structures (§17.36.020). Further, §17.36.080 requires all uses in the PD Zone to be approved by the City Council. Therefore the Planning Commission approval of this use permit was in the form of a recommendation to the City Council as worded in the motion towards the end of this document. However, only the use permit portion of the project requires City Council approval, and so the Planning Commission approval of the Design Review is final (no appeal was filed). Note that there were no objections to the project expressed at the noticed Planning Commission hearing. The application materials show the project location, the site plan and an elevation of the proposed structure.

I was not familiar with the term 'pole barn', so in case you are not either, here is what Wikipedia has to say: *"A pole barn in North America is a barn that is essentially a roof extended over a series of poles. They are generally rectangular and do not require exterior walls. The roof is supported by the poles, which make up the perimeter of the barn. Walls may be added to pole barns but are not required for structural integrity. The roof can be gabled or hooped. Pole barns are often used for hay storage or livestock shelter, and larger structures are also used for indoor horse stables and riding arenas. This type of barn is not only very common in modern agriculture but is also used for other applications where large spaces are needed, including boat and truck storage, warehouses, strip malls, retail stores, public exhibit buildings at a fairgrounds, and related uses. Residential garages are also built as pole barns because of their quick construction time and efficient use of materials."*

ZONING ORDINANCE/GENERAL PLAN CONSISTENCY

The property where the project is located is zoned PD – Planned Development. The purpose of this Zone is to provide flexibility when considering what type of development

should be permitted. These sites are suitable for one or more types of uses so long as the design of new development is particularly sensitive to the surrounding area. This zone allows for the development of personal services, professional offices and some limited commercial uses. The proposed use of the site as a residence (or two) with a commercial crabbing gear shed is consistent with these allowable uses.

The Zoning Ordinance (§17.36.020) defines the established purpose of the planned development (PD) zone as *"either residential areas where limited commercial activity may be appropriate, subject to special integrating design, or they are areas where design flexibility is needed to adapt appropriate uses to the site and to surrounding uses. Limited commercial uses, including visitor accommodations, visitor services, recreational uses, offices, gift shops and personal services may be appropriate."*

The project area is used as residential property and the applicants plan on building a pole-barn storage structure. The proposed structure could be considered an (§17.08.690) accessory structure, because it is accessory to a commercial business. An accessory structure means a detached building or structure, other than a sign, the use of which is accessory to the use of the lot. The primary use of the lot is for residential purposes. This barn will be used for gear storage, and the use will be incidental to the primary use of the premises, and not alter or change the character of the premises. The support of a commercial crabbing business by providing storage would also meet the requirements of a Home Occupation per §17.56.060. Regardless of the classification of the proposed structure (whether it is accessory or primary), the regulations and standards that apply to it do not change (e.g. setbacks, height requirements, etc.).

PD Zone Requirements

The minimum lot size in the PD zone depends on the type of project, but the largest minimum is 8,000 ft² (§17.36.030) and the lot in question is 72,745 ft². Maximum density is 8,000 sq. ft. per residential unit, not including any areas dedicated to commercial uses. This lot is plenty large enough to meet these requirements.

Required yards in the PD Zone for this type of project are the same as for the UR (Urban Residential) zone (§17.36.050): front – 20 ft.; rear – 15 ft.; and side – 5 ft. The required yards are met by the existing buildings as shown on the site plan of the proposed building. The proposed barn will have front – 20 ft.; rear – 187 ft.; and side – 6 ft. Section 17.36.050 also states that the minimum yard between buildings shall be equal to the height of the higher building. The distance between the barn and the nearest building on the site—the 728 ft² residence—is 80 ft, which complies, since the two-story barn is 25 feet tall. Architectural features such as eaves are allowed to extend up to 3 ft. into a required side yard, and the proposed structure also meets this requirement.

Originally, a 3,000 sq. ft., 28 ft. tall structure was proposed. However, the maximum height allowed in the PD zone is 25 ft. Therefore, to avoid the need for a Variance, the applicant agreed to lower the height of the building if the square footage could be increased to compensate for the lost storage space. Currently, a 25 ft. tall, 3,200 sq. ft. structure is proposed, which meets all the requirements of the PD Zone.

Zoning Ordinance §17.36.070 deals with open space requirements for lots with dwelling units, and with the available open space to dwelling unit square foot ratio, the project is in compliance. In addition, the applicant has complied with the application requirements set forth in §17.36.080 that are applicable to this project.

Parking in the PD Zone is regulated by Zoning Ordinance §17.56.180.B(8). The project site currently includes two residences with parking that exceeds minimum requirements, and no additional parking is required for the storage barn.

DESIGN REVIEW / VIEW PROTECTION FINDINGS:

Because a new structure is proposed, Design Review approval was required. The necessary Design Review / View Preservation Findings for this project were approved by the Planning Commission, and no further action by the Council is necessary.

USE PERMIT FINDINGS:

The property where this project is located is zoned PD – Planned Development. All uses allowed in the PD zone require approval of a use permit by the Planning Commission and City Council. The findings required for issuing a use permit (Section 17.72.040) and recommended by the Planning Commission are included below. Responses are written in a manner to allow approval. However, if information is presented at the meeting that conflicts with the findings, they should be reworded accordingly.

- A. *The proposed use at the site and intensity contemplated and the proposed location will provide a development that is necessary or desirable for and compatible with the neighborhood or the community.* Response: The area where the storage barn will be located is already utilized as a staging area for the commercial crabbing business. The property is zoned for mixed commercial and residential use, and the existing neighborhood already consists of a mix of uses.
- B. *Such use, as proposed, will not be detrimental to the health, safety, convenience, or general welfare of persons residing or working in the vicinity or injurious to property improvements or potential development in the vicinity with respect to aspects including but not limited to the following:*
 - 1. *The nature of the proposed site, including its size and shape, and the proposed size, shape and arrangement of structures;* Response: The area where the storage barn will be located is already utilized as a staging area for the commercial crabbing business. There is ample room on the property to accommodate the proposed structure. The structure will be built to requirements and standards of the current building code.
 - 2. *The accessibility of the traffic patterns for persons and vehicles, and the type and volume of such traffic, and the adequacy of proposed off-street parking and loading;*

Response: The area where the storage barn will be located is already utilized as a staging area for the commercial crabbing business. Access to the site is already established. The proposed structure will not generate additional traffic. The arrangement of parking and access will not be altered from previous uses. There is adequate parking on-site.

3. *The safeguards afforded to prevent noxious or offensive emissions such as noise, glare, dust and odor;* Response: The area where the storage barn will be located is already utilized as a staging area for the commercial crabbing business. No proposed activity will emit noise, glare, dust or odor except construction, which will be completed according to applicable codes and regulations. The pole barn may reduce existing occurrence of such emissions by moving equipment inside a building.
 4. *Treatment given, as appropriate, to such aspects as landscaping, screening, open space, parking and loading areas, service areas, lighting and signs.* Response: No changes to the aforementioned categories are proposed.
- C. *That such use or feature as proposed will comply with the applicable provisions of this title, will be consistent with the policies and programs of the general plan and will assist in carrying out and be in conformity with the Trinidad coastal program.* Response: As discussed above, under the "Zoning Ordinance / General Plan Consistency" section, the proposed project can be found to be consistent with the City's Zoning Ordinance, General Plan and Local Coastal Program. The building height will be in compliance with the zoning ordinance requirements, either through the granting of a Variance or an alternate design.
- D. *That the proposed use or feature will have no significant adverse environmental impact or there are no feasible alternatives, or feasible mitigation measures, as provided in the California Environmental Quality Act, available which would substantially lessen any significant adverse impact that the actions allowed by the conditional use permit may have on the environment.* Response: There will be no significant adverse environmental impact. The project is categorically exempt from CEQA per §15303 of the CEQA Guidelines exempting construction of small structures.
- E. *When the subject property is located between the sea and the first public road paralleling the sea or within three hundred feet of the inland extent of any beach or of the mean high tide line where there is no beach, whichever is the greater, that:* Response: The property is not located between the sea and the first public road or within 300 ft. of a beach.

SLOPE STABILITY:

The project site is not mapped as being unstable or of questionable stability on Plate 3 of the General Plan. The project is located outside of the City's slope stability map for areas mapped "unstable" or "questionable stability" and is also located at the edge but outside of

the Alquist-Priolo Fault Zone. Therefore, the finding can be made that no geologic study is required by the Zoning Ordinance.

SEWAGE DISPOSAL:

The proposed structure will not affect the existing system and will not increase sewage flows or require connection to a septic system.

LANDSCAPING AND FENCING:

This project does not involve any new landscaping or fencing. However, the existing front fence may need to be removed to build the structure. It appears to be a nonconforming fence, and will have to be rebuilt to current standards, but no permit will be required. It is proposed to retain all existing trees on site.

STAFF RECOMMENDATION

Based on the above analysis, and as conditioned below, the proposed Use Permit can be found to be consistent with the City's General Plan and Zoning Ordinance. The Planning Commission agreed with staff's analysis and made the following motion to recommend approval to the City Council:

Based on the information submitted in the application, included in the staff report and public testimony, I move to adopt the information and Conditional Use Permit findings in this staff report and recommend approval of the Use Permit to the City Council as conditioned in this staff report.

CITY COUNCIL ALTERNATIVES

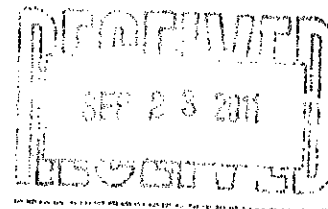
If the City Council does not agree with staff's analysis, or the Planning Commission's recommendation, or if information is presented during the hearing that conflicts with the information contained in the staff report, the City Council has several alternatives.

- A. Add conditions of approval to address any specific concerns on the part of the Council or the public.
- B. Delay action / continue the hearing to obtain further information.
 - In this case, the City Council should specify any additional information required from staff or the applicant and / or suggestions on how to modify the project and / or conditions of approval.
- C. Denial of the project.
 - The City Council should provide a motion that identifies the Finding(s) that can not be made and giving the reasons for the inability to make said Finding(s).

CONDITIONS OF APPROVAL

1. The applicant is responsible for reimbursing the City for all costs associated with processing the application. *Responsibility: Building Official prior to building permits being issued.*
2. Based on the findings that community values may change in a year's time, approval of this Design Review and Use Permit is for a one-year period starting at the effective date and expiring thereafter unless the project has been completed or an extension is requested from the Planning Commission prior to that time. *Responsibility: Building Official prior to building permits being issued.*
3. Construction related activities are to occur in a manner that will not impact the integrity of the septic system. The leachfield area shall be staked and flagged to keep equipment off the area. Alternatively, a written description of techniques/timing to be utilized to protect the system will be required from the contractor. If the existing system area is impacted by construction activities, an immediate Stop-Work Order will be placed on the project. The contractor will be required to file a mitigation report for approval by the City and County Health Department prior to permitting additional work to occur. *Responsibility: Building Official to verify prior to building permits being issued and during construction.*
4. Recommended conditions of the City Building Official shall be required to be met as part of the building permit application submittal. Grading, drainage and street improvements will need to be specifically addressed at the time of building permit application. *Responsibility: Building Official prior to building permits being issued.*
5. Construction related activities are to occur in a manner that incorporates storm water runoff and erosion control measures in order to protect water quality considerations near the bluffs. Specific water quality goals include, but are not limited to:
 - a. Limiting sediment loss resulting from construction
 - b. Limiting the extent and duration of land disturbing activities
 - c. Replacing vegetation as soon as possible
 - d. Maintaining natural drainage conditions*Responsibility: Building Official to confirm at time building permits are issued.*
6. The pole-barn / building must not be taller than 25 ft. from the average ground elevation under the building. *Responsibility: Building Official to verify prior to building permits being issued and during construction.*
7. Then total footprint of the pole-barn must not exceed 3,200 sq. ft. *Responsibility: Building Official to confirm at time building permits are issued.*
8. If the fence along the front is torn down, it must be built to current height requirements. *Responsibility: Building Official to confirm at time building permits are issued.*

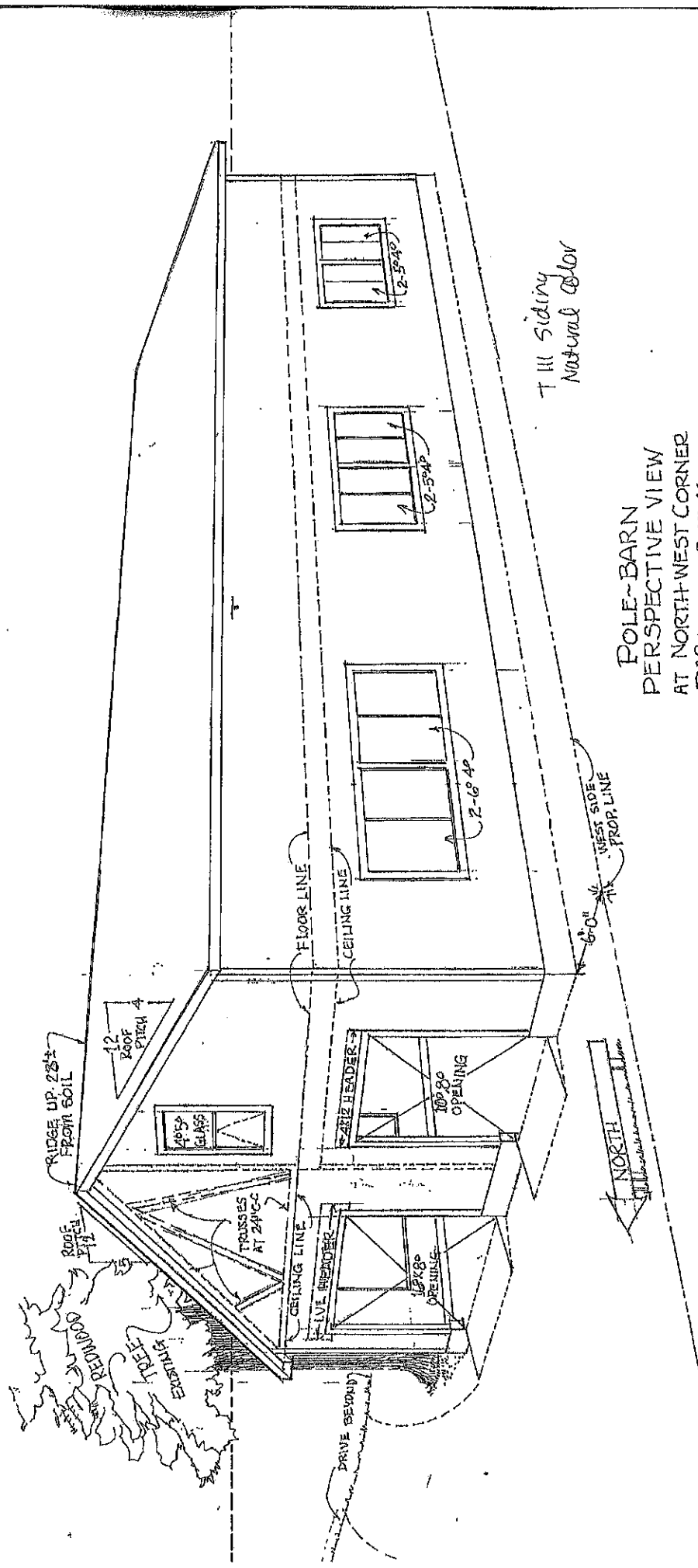
Applicant : Susan Golledge-Rotwein
54 North Westhaven Dr.
Trinidad, CA. 95570



AP#: 515-331-11

Project Description: Construct a Barn/Gear shed
for Commercial Fishing Business.

The project is located on the southwest corner of the property fronting on Westhaven Dr. The total lot size is 1.67 acres, currently developed with 2 homes, one with a foot print of 728 sq ft., the other with a foot print of 800 sq ft.



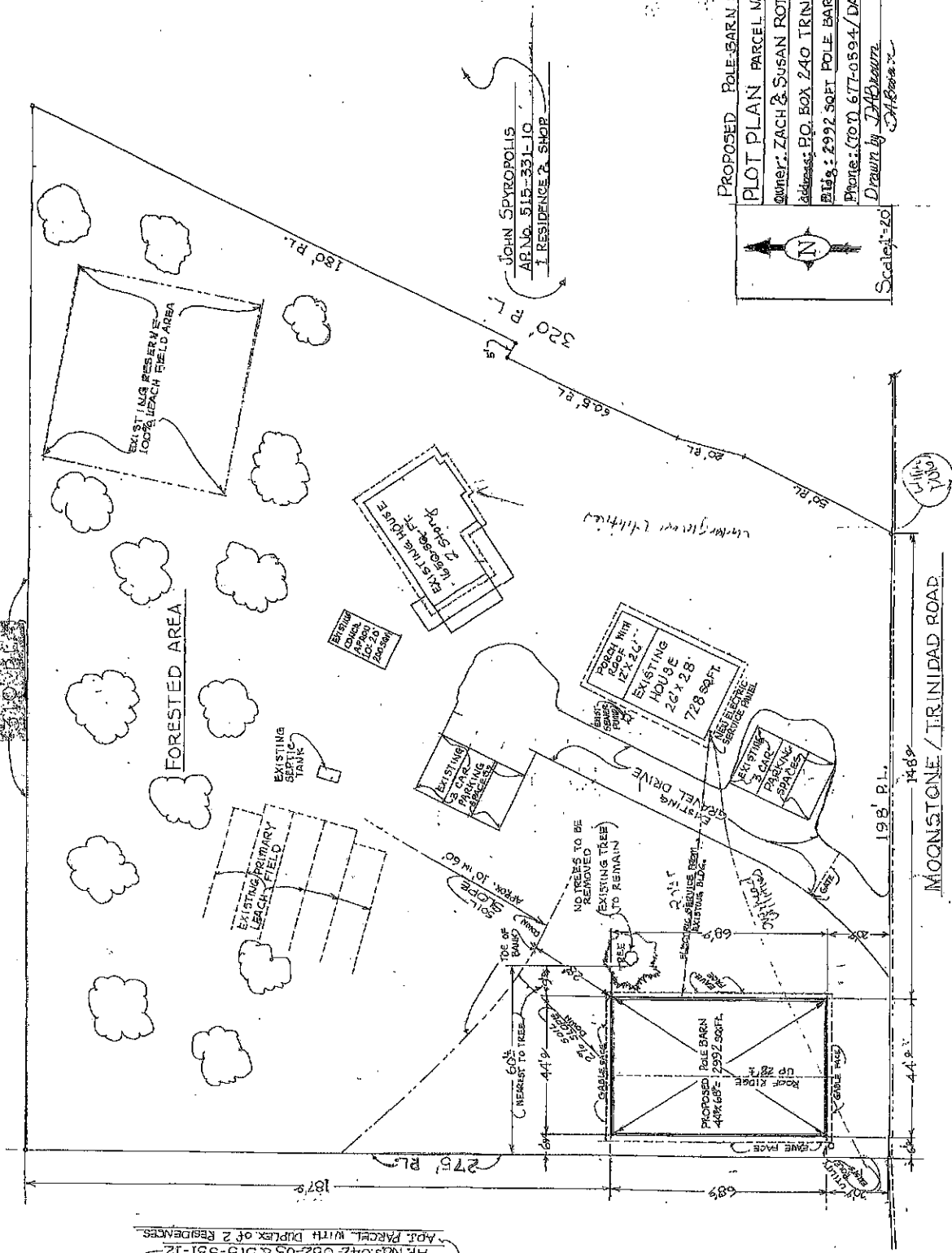
T III Siding
Natural color

POLE-BARN
PERSPECTIVE VIEW
AT NORTH-WEST CORNER
DABLOW, 9-17-11

POLE-BARN
PERSPECTIVE VIEW
AT NORTH-WEST CORNER
DABLOW, 9-17-11

APNO. 515-381-35Y
1-RESIDENCE - HOME

APR 03 042 052-05 & 515-331-12
APT. PARCEL WITH DUPLEX OF 2 RESIDENCES



PROPOSED POLE-EARN SITE
PLOT PLAN PARCEL No. 515-231-11
Owner: ZACH & SUSAN ROTWEIN
Address: P.O. BOX 240 TRINIDAD CA 95570
EUG: 2992 SQFT POLE EARN 1/FOOTEDUP
Phone: (707) 677-0594 / DATE, 9-16-11.
Drawn by JADBeaver
Scaled: 20' = 1"